FINANCE COMMITTEE AGENDA

Thursday, December 4, 2025 at 2:00 P.M.
City Hall - Large Conference Room
425 N. Richardson Ave.
Roswell, New Mexico 88201

Committee Chair: Robert Corn
Vice Chair: Will Cavin
Member: Edward Heldenbrand
Member: Darrell Johnson
Member: Juliana Halvorson
Staff Liaison: Tammi Smith

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. FLOOD DISASTER UPDATES

E. BUDGET PLANNING

1. Roswell Air Center's 5- Year Business Plan is a comprehensive guide for launching and growing the Roswell Air Center in Roswell, New Mexico. Exhibit includes Lease Summary, Catchment Area, Capital Improvement, Airport Layout Plan, and Strategic Plan Goals Status. (Thompson)

F. ACTION ITEMS

2. The Finance Committee is asked to consider and refer to the Finance Committee and recommend a budget adjustment of $1.8 million of Opioid Fund's money to be appropriated for expenditure by the City consistent with the following scope and for any real property, fixtures, and personal property necessary or related to accomplishing the goals and scope. (Arnold)

3. Consider recommending approval of a purchase order to Simpson Norton Corporation in the amount of $193,082.60 for the purchase of two (2) Toro Groundsmaster 4000-D (T4) mowers and associated accessories, utilizing OMNIA Cooperative Contract #2023261. (Burress)

4. Consider approval of scope of work for the Children's Garden/Jardín de Niños and to go out for bid when funds are available. (Costley)

5. Consider recommending approval of a budget adjustment to establish the full FY26 EMS operating and personnel budget. (Chavez)

6. Consider recommending approval of a budget adjustment and authorization for the purchase of a Class A HME Pumper for the Roswell Fire Department. This procurement will be made through Sourcewell #113021-CSM (Chavez)

7. Consider recommending authorization for approval to issue a purchase order in the amount of $265,988.60 for the purchase of one Brush Truck from 411 Equipment, LLC. This procurement will be made through CES Contract #2024-25-C115-ALL. (Chavez)

8. Consider recommendation of budget adjustment for Special Electronics Department FY 2026 Capital Budget Request. (MacCornack)

9. Recommend award of ITB-26-005, Annual Maintenance Contract to Abrahams Construction. (MacCornack)

10. Recommend approval to proceed with the South Sunset Road Diet design and construction. (MacCornack)

11. Resolution 25-XX: Consider recommending resolution adopting new rates and fees for the Roswell Air Center. (Thompson)

12. Consider approval of a budget adjustment and purchase orders in the amount of $231,895 for conservation of basketry, pottery, textiles, weaponry and wood collection items by The Conservation Center. (Brooks)

13. Consider the recommendation of the Roswell Symphony Orchestra Lodgers' Tax Funding Request to the City Council in the amount of $20,000 for Sponsorship. (Conyers)

14. Consider the recommendation of the Not of This World Flag Football ' Tax Funding Request to the City Council in the amount of $10,000 for Sponsorship. (Conyers)

15. Consider approval of a 5-year contract with Axon Enterprise, Inc. for the Fusus real-time crime center software, hardware, and implementation services. The total contract amount for the 60-month program is $577,147 (Without GRT). The system will enable up to 225 city security cameras and 20 automatic license plate reader (ALPR) Lightpost units to stream into the Roswell Police Department's Real-Time Crime Center. This purchase will be procured under the New Mexico Statewide Price Agreement #40-00000-23-00004. (Bateman)

16. Consider recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

G. APPROVAL OF MINUTES

H. NON-ACTION ITEMS

17. Golf October Report

18. Visitor Center

19. Lodgers Tax

20. Public Affairs

21. Museum Monthly Report

22. Roswell Public Library November Report

23. Cannabis Excise Tax
Gross Receipts Tax

24. Finance Committee -January 2026 Meeting Date

I. TABLED ITEMS

25. Consider recommendation of the National Championship Air Races Lodgers' Tax Funding Request to City Council in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Conyers)

26. Consider the recommendation of the Galacticon Fair Lodgers' Tax Funding Request to the City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

27. Consider the recommendation of the Galacticon and Roswell Daily Record Funding Request to the City Council in the amount of $20,000 for marketing, sanitation, and security. (Conyers)

28. Consider the recommendation of the Roswell Daily Record Lodgers' Tax Funding Request to City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

29. Consider the recommendation of MainStreet Roswell for UFO Festival Lodgers' Tax Funding Request to City Council in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Conyers)

30. Approval of a $3,312,241.00 budget adjustment for the Isolation Gate Capital Project at the Wastewater Plant. (Steward)

J. PUBLIC PARTICIPATION

K. ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1978 and Resolution 25-28.

NOTICE OF POTENTIAL QUORUM – A quorum of the City Council may or may not attend, but there will not be debate by the City Council.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or Clerk at 575-624-6700 if a summary of other type of accessible format is needed. **Printed and posted on Monday, December 1, 2025.**

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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 1.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Air Center's 5- Year Business Plan is a comprehensive guide for launching and growing the Roswell Air Center in Roswell, New Mexico. Exhibit includes Lease Summary, Catchment Area, Capital Improvement, Airport Layout Plan, and Strategic Plan Goals Status. (Thompson)

Attachments

5-Year Business Plan

ROSWELL®
International Airport

FIVE-YEAR BUSINESS PLAN

Airport Director Bobbi Thompson
Email: b.thompson@roswell-nm.gov

EXIBIT TABLE OF CONTENTS

A) LEASE SUMMARY

B) CATCHMENT AREA

C) CAPITAL IMPROVEMENT PLAN

D) AIRPORT LAYOUT PLAN

E) STRATEGIC PLAN GOALS STATUS

ROSWELL®
International Airport

Five-Year Business Plan

Comprehensive Guide for Launching and Growing the Roswell Air Center in Roswell, New Mexico.

Executive Summary

This business plan outlines the strategy, objectives, and operations for establishing and growing a successful international airport. It provides a roadmap for achieving financial stability, market penetration, and long-term sustainability. The plan includes an overview of the business concept, market analysis, organizational structure, product/service offerings, marketing approach, financial projections, and risk assessment.

In addition, the plan emphasizes the importance of strategic partnerships, regulatory compliance, and innovative infrastructure development to support the airport's growth ambitions. By leveraging advanced technology, fostering workforce development, and prioritizing safety and security measures, the Roswell Air Center is poised to attract key stakeholders and deliver a superior experience for airlines, passengers, and business partners alike. These initiatives collectively lay the groundwork for a resilient and adaptable aviation enterprise that can respond to evolving industry demands and contribute meaningfully to the region's economic vitality.

Strategic Overview

This business plan details the comprehensive strategy for launching and advancing a successful international airport. It defines clear objectives and operational guidelines essential for establishing the Roswell Air Center as a leading aviation hub.

Building upon this foundation, the plan emphasizes the implementation of strategic initiatives focused on financial stability, innovative infrastructure development, and robust market penetration. By leveraging technology, fostering workforce excellence, and ensuring regulatory compliance, the Roswell Air Center is prepared to meet evolving industry demands and deliver a superior experience for all stakeholders. These efforts, underpinned by a commitment to safety, sustainability, and partnership, will drive operational excellence and position the airport for enduring success in the competitive aviation landscape.

Strategic Framework for Airport Development

The business plan presents a comprehensive strategy designed to guide the launch and advancement of the Roswell Air Center as an international airport. Central to this approach is the articulation of essential objectives that will shape the airport's growth and development. These objectives serve as the guiding principles for all major initiatives, ensuring that each phase of the airport's evolution remains focused on its core mission.

To support the realization of this vision, the plan details operational guidelines that are vital for establishing the Roswell Air Center as a prominent aviation hub. These guidelines encompass the standards, procedures, and best practices necessary for efficient and effective airport

management. By implementing these operational guidelines, the airport positions itself to deliver consistent value to stakeholders while maintaining high levels of safety, compliance, and service quality.

By clearly defining the airport's strategic direction, this plan provides a structured framework for achieving its vision of leadership in the aviation sector. The objectives set forth within the plan form the foundation for informed decision-making and operational execution. This ensures that every aspect of the airport's development—ranging from infrastructure investments to workforce development—aligns with the overarching goal of positioning the Roswell Air Center as a leader in aviation.

In alignment with this strategic foundation, the plan advances into actionable pathways that fortify the airport's financial stability and competitive standing. By integrating revenue diversification, cost containment measures, and progressive growth strategies, Roswell Air Center aims to secure its place as a dynamic force in the aviation industry. These initiatives are complemented by ongoing market analysis and adaptive organizational structures that allow the airport to anticipate industry shifts and respond proactively. Through this holistic approach, the plan not only builds upon the established operational guidelines, but also sets the stage for expanding market reach and sustaining long-term success, ensuring that every aspect of the airport's operations contributes to its enduring viability and leadership in the sector.

Path to Financial Stability

The plan sets forth a roadmap designed to achieve financial stability. This approach includes the deliberate planning and management of revenue streams to ensure consistent and reliable income for the airport. In conjunction with revenue planning, the plan outlines comprehensive cost management strategies aimed at optimizing operational efficiency and maintaining financial discipline throughout all airport activities.

Central to this roadmap are sustainable growth initiatives that support the airport's long-term viability. By prioritizing responsible expansion and investment, these initiatives are intended to reinforce the financial foundation of the Roswell Air Center, securing its ability to thrive in a competitive aviation environment while maintaining its commitment to operational excellence and service quality.

In parallel with these financial measures, the plan incorporates ongoing evaluation and adaptation of fiscal strategies to address dynamic market conditions and industry trends, ensuring the airport remains agile and forward-looking. This proactive stance is further reinforced by a commitment to transparency and stakeholder engagement, fostering trust and alignment as the Roswell Air Center pursues both immediate objectives and long-term ambitions. By integrating these elements, the business plan positions the airport to not only solidify its financial footing but also to invest purposefully in initiatives that drive growth, enhance competitiveness, and support sustainable market penetration, all while upholding the highest standards of operational integrity and responsibility.

Market Penetration and Sustainability

A core component of the business plan is the deliberate expansion of the airport's market reach. To achieve this, the airport will implement targeted strategies designed to strengthen its position within the aviation sector. These strategies focus on identifying and capturing new market opportunities while reinforcing the airport's existing presence.

At the same time, the plan emphasizes the importance of maintaining a steadfast commitment to sustainability. All market expansion efforts are balanced with initiatives that ensure long-term environmental, operational, and financial viability. By integrating sustainable practices into its growth plans, the airport aims to support its ongoing success and secure its role as a responsible and resilient leader in the industry.

Building on these priorities, the plan details how Roswell Air Center will leverage collaborative partnerships and innovative technologies to further enhance its reach and reputation within the aviation industry. By fostering alliances with key stakeholders, including airlines, service providers, and regulatory authorities, the airport will be able to anticipate emerging trends and adapt its offerings to meet evolving market demands. This collaborative approach will not only drive business growth, but also facilitate the adoption of best practices that promote operational excellence and environmental stewardship. In addition, the integration of advanced technologies—ranging from digital infrastructure improvements to sustainable resource management—will enable the airport to streamline operations, improve customer experience, and uphold its commitment to responsible development. Through these initiatives, Roswell Air Center seeks to establish itself as an attractive destination for both new and existing partners, ensuring its continued relevance and competitiveness in a rapidly changing sector.

Key Elements of the Plan

- Business Concept Overview: An outline of the foundational idea and vision for the airport's development.
- Market Analysis: Evaluation of industry trends, target markets, and competitive landscape.
- Organizational Structure: Description of the management and operational framework supporting the airport's objectives.
- Product and Service Offerings: Summary of the core services and value propositions provided to customers and stakeholders.
- Marketing Approach: Strategic initiatives to promote the airport and attract tenants, airlines, and partners.
- Risk Assessment: Identification and evaluation of potential challenges to ensure proactive mitigation.

Business Description

Roswell Air Center

5500-acre commercial Part 139 airport.

Roswell, New Mexico

Mission Statement: Roswell Air Center (ROW) is the cornerstone of aviation and economic development with our abundant airspace, year around weather and exceptional runways and infrastructure. Our mission is to promote successful aeronautical and industrial services for our stakeholders. Our goal is to become the preferred aviation destination in the region while maintaining self-sustainability.

Organization and Management

ROW is owned and operated by the City of Roswell

The airport management team consists of a Director, a Deputy Director, an Air Center Supervisor, property manager, airport maintenance staff, airport security personnel and administrative support.

Teamwork for Results

Teamwork forms the core of a successful organization. At Roswell Air Center, every member of the team is empowered to deliver their best performance, knowing that support from colleagues is always available when needed. This environment of trust and autonomy enables individuals to exercise sound judgment in any situation, fostering a workplace where dedication and enjoyment go hand in hand. Through collaboration and mutual encouragement, ROW ensures that hard work and a positive, engaging atmosphere are not mutually exclusive, but rather integral to achieving organizational success.

By fostering a culture where each individual is valued for their unique contributions, ROW empowers employees to inspire and innovate within their roles. The ripple effect of this shared enthusiasm extends beyond the workplace, impacting guests, the community, and fellow team members. This commitment to inclusivity and active participation strengthens the organization, as employees freely share ideas that drive continuous improvement and success, cementing ROW's reputation as a dynamic and forward-thinking aviation destination.

Inspire and Innovate

At Roswell Air Center (ROW), fostering a culture of inspiration and innovation is a central value that shapes the organization's success. Every employee possesses unique talents and passions that contribute to a vibrant workplace. With each interaction, whether with guests, community members, or colleagues—employees have the opportunity to spark a positive ripple effect, reminding one another of the significance of their work and the impact they have on those around them.

ROW recognizes the importance of active participation from every team member. Employees are encouraged to freely share their ideas, knowing that their contributions play a vital role in driving the organization forward. By valuing each individual's input and creativity, ROW cultivates an environment where innovation thrives, and every employee feels empowered to help shape the future of the Air Center.

This dedication to collective ingenuity seamlessly aligns with ROW's strategic priorities, guiding the Air Center's direction over the next five years. As employees innovate and collaborate, their

contributions become foundational to achieving organizational goals, whether by enhancing safety and security, optimizing facilities for the future, or elevating the customer experience. Through this shared commitment, ROW not only strengthens its internal community but also advances as a regional leader in aviation excellence, ensuring continued growth and sustainability for all who depend on and benefit from the Air Center's success.

Strategic Priority Overview

Strategic priorities provide the framework for the direction of ROW over the next five fiscal years. With a holistic focus across the whole organization, the priorities provide clarity on the intent of how ROW will achieve its vision.

- *Safety and Security* – Create a safe and secure environment for everyone that utilizes the Air Center.
- *People* – Bolster our employees who are the current and future strength of our organization.
- *Facilities for the Future* – Optimize existing facilities and plan and construct new infrastructure to address market demand through the implementation of an aggressive Airport Capital Improvement Program (CIP) and encourage private equity investment.
- *Financial Stewardship* – Establish a culture of fiscal integrity; responsibly manage our business cost, diversify our revenues, engage commercial business opportunities, and pursue grant funding.
- *Air and Cargo Service* – Retain and increase existing and new opportunities.
- *Customer Experience* – Provide a positive environment and experience for all.
- *General Aviation* – Support the current limited general aviation activities and develop structures and services to attract increased operations and activities.
- *Sustainability* – Operate and manage the airport with an all-inclusive approach reflecting sustainability policies and practices while maintaining environmental stewardship.

Safety and Security

ROW has a strong history of implementing comprehensive safety and security measures that are essential for operating a commercial service airport around the clock. The airport has recently enhanced its capabilities by adding 24-hour security personnel, as well as acquiring larger and more efficient Aircraft Rescue Fire Fighting (ARFF) equipment. These advancements represent a significant upgrade in overall safety and emergency response readiness.

Proactive strategies in policing, security, and fire prevention are central to the mission of the airport's security and fire departments. The airport prioritizes preparedness for all types of hazards, ensuring that staff and systems are equipped to respond effectively to any emergency situation. The safety and security plan encompasses not only immediate response to emergencies but also establishes continuity of operations protocols to address incidents that may have long-term effects on airport operations.

ROW continually seeks to improve safety and security by considering both design and technology as key opportunities. With the ongoing development of new technologies, the airport embraces innovations that enhance safety, strengthen security, and create positive experiences for customers. Facility and infrastructure improvements are evaluated for their potential to integrate

advanced technological and environmental design elements, further supporting the airport's commitment to maintaining the highest standards in safety and security.

In tandem with these advancements, the airport prioritizes ongoing staff development and operational readiness by regularly updating emergency response protocols and investing in specialized training for personnel. This dedication to continual improvement ensures that the workforce remains agile and well-prepared to address emerging challenges, while fostering a collaborative environment rooted in shared organizational values. By integrating innovative infrastructure with robust personnel strategies, the airport is well-positioned to anticipate and effectively meet the evolving needs of its customers and stakeholders.

People

ROW acknowledges that our people are the cornerstone of maintaining and operating a world-class airport. We are committed to upholding and strengthening our organizational values, which serve as the foundation for fostering collaborative and supportive relationships throughout the workplace.

To cultivate a vibrant and engaged workforce, we prioritize ongoing staff engagement by consistently recognizing and valuing the contributions of every team member. By doing so, we enhance the overall employment experience and sustain the passion that drives our organizational values forward.

Establishing a forward-focused framework is essential to ensuring our workforce remains aligned with the evolving needs of the organization. This approach includes strategic succession planning, comprehensive training programs—including cross-training opportunities—and proactive recruitment and retention efforts. Through these initiatives, we ensure that our team is equipped to efficiently and effectively support the airport's mission now and into the future.

As ROW embraces this commitment to its people, the ongoing development of facilities and infrastructure is equally vital for meeting current demands and anticipating future growth. By integrating strategic workforce initiatives with expansion plans—such as enhancing auto parking, upgrading rental car operations, and evaluating terminal improvements—the airport ensures a seamless experience for both staff and travelers. This holistic approach allows ROW to balance operational excellence and employee engagement while proactively addressing aging infrastructure and evolving customer expectations. Through coordinated planning, financial stewardship, and continuous improvement efforts, ROW is positioned to foster a resilient, innovative environment that supports both its workforce and the broader community it serves.

Facilities for the Future

To ensure that ROW remains responsive to market changes and poised for future growth, it is crucial to proactively enhance airport facilities. Strategic planning for the evolving needs of our customer base is essential, and growth targets must be deliberately pursued. This approach requires close coordination, management, and financial support for the Capital Improvement Program (CIP), the new Airport Master Plan, potential terminal expansion or construction of a new terminal, as well as landside development projects.

Understanding the travel patterns and preferences of our passengers is a priority and will be actively explored. Improvements to auto parking facilities are necessary to better accommodate travelers and potentially increase revenue. Additionally, enhancing rental car operations and associated services is recognized as a key element in addressing customer expectations and operational efficiency.

The current airport terminal, now over 50 years old, faces challenges related to updated security standards, the addition of new air carrier operations, and growing passenger volumes. As a result, expansion of the existing terminal or the construction of a new terminal is identified as a high priority to meet these demands.

Addressing aging infrastructure across the airport will require ongoing monitoring, thorough analysis, sufficient funding, and timely repairs. ROW intends to seek State and Federal Grants to maintain or, when necessary, replace critical assets such as ramps, taxiways, and runways. A comprehensive review of all airport buildings, both leased and unoccupied, will inform decisions regarding the financial implications of repairing or removing these structures. The current lease and occupancy report, referenced in Exhibit A, provides valuable insights into the airport's real estate status.

Finally, ROW will maintain ongoing communication with Spaceport to explore all available options and opportunities for collaboration and development.

As ROW advances its facilities for the future, a continued emphasis will be placed on leveraging technology and design to create adaptable infrastructure that supports both air service and cargo activities. Thoughtful integration of automated systems and upgraded amenities will streamline operations, preparing the airport to accommodate additional airlines and expanded destinations in response to regional growth. Collaboration with stakeholders, including city planners, transportation providers, and commercial partners—will foster a dynamic environment where both passenger and cargo services can thrive. While focusing on the ongoing enhancement of physical assets and operational processes, ROW will also pursue innovative solutions for sustainability and efficiency, ensuring that each development contributes to the long-term vitality of the airport, the city, and the surrounding region.

Air Service and Cargo

Retaining and expanding both commercial air service and cargo operations are critical to supporting the ongoing development of the airport, the city, and the region as a whole. Currently, passenger growth faces limitations, largely attributable to reliance on a single carrier serving only one destination. Although passenger enplanements have shown continued growth in 2025, challenges such as higher-than-average rates, frequent flight delays, and cancellations are having a tangible effect on the airport's future growth trajectory.

In an effort to address these challenges, strategic initiatives are underway to attract additional airlines and expand the number of available destinations. These efforts are intended to diversify the airport's offerings, enhance connectivity, and better serve the needs of the traveling public.

Cargo activity at the airport remains minimal, consisting primarily of limited charter flights handling the off-loading or transportation of materials. To stimulate growth in this sector, airport staff have

initiated the exploration of reinstating a foreign trade zone. This measure aims to attract larger cargo operators on a consistent basis and establish the airport as a more significant player in the regional cargo market.

Near-term objectives include the pursuit of pre-cleared nonstop flights from Canada as well as the accommodation of narrow-body aircraft from Mexico and Central America. These targeted efforts are designed to broaden the airport's international reach and foster a more robust and sustainable air service portfolio.

The ongoing growth and long-term sustainability of air service at the airport depends on cultivating strong partnerships, maintaining open lines of communication, and effectively marketing to the catchment area (Exhibit B). To this end, the airport will continue to pursue new partnerships and reinforce existing relationships through focused marketing campaigns and active coordination with State Tourism. These combined strategies will position the airport to better meet the transportation needs of the region while supporting economic growth and development.

Financial Stewardship

ROW in recent past months and going forward is to be maintained on the principle of financial self-sufficiency. Revenues are generated from aircraft parking fees, aircraft landing fees, facility rentals and land leases, concessions and other service charges. Airport revenues are highly regulated by the federal government and can only be used for qualified purposes. Budget planning addresses major capital improvement projects to repair, rehabilitate or replace infrastructure, roadways, terminal buildings, other facilities and major equipment. Funding for major capital projects includes grants, capital appropriations, customer facility charges, passenger facility charges, non-aeronautical revenues, or airport funds.

Budgetary operating expenses will be prioritized to be within the range of four to six percent annually with a plan to maintain sufficient reserves to withstand major revenue interruptions. In recent months staff have been working diligently to update our lease template and ensure all tenants have leases that are up-to-date, and lease payments that are current. Additionally, we have initiated discussions with current tenants regarding their interest in making capital improvements and private equity investments in the airport in new or existing facilities.

Effective financial stewardship also relies on ongoing evaluation of revenue streams and expense management. Regular audits and benchmarking against similar airports will help identify opportunities for efficiency and improvement. The airport will further explore alternative funding sources, such as public-private partnerships and new concession opportunities, to diversify income and strengthen long-term financial stability.

Looking ahead, ROW will complement its financial stewardship efforts by actively engaging with tenants and private partners to explore collaborative investment opportunities that support infrastructure upgrades and operational enhancements. By leveraging feedback from stakeholders and analyzing industry best practices, the airport aims to implement innovative financial strategies that promote resilience and adaptability. These forward-thinking initiatives, combined with a commitment to transparency and sound fiscal management, will help safeguard the airport's ability

to serve the region's transportation needs, foster economic development, and ensure sustainable growth into the future.

In addition to prudent financial management, ROW recognizes that fiscal stability directly supports its ability to deliver an outstanding customer experience and foster growth in general aviation and sustainability initiatives. As the airport advances its operational priorities, investment in technologies and amenities that elevate passenger satisfaction will be aligned with budgetary goals, ensuring that enhancements are both impactful and cost-effective. This approach includes strategic allocation of resources toward innovations such as real-time information systems, improved communication channels, and modernized facilities, all designed to reinforce ROW's reputation as a welcoming gateway to the region. Moreover, by maintaining transparent financial practices and engaging stakeholders in ongoing dialogue, ROW aims to create a dynamic, resilient environment that attracts new tenants, supports diverse aviation activities, and upholds its commitment to environmental stewardship. Ultimately, these integrated efforts will position the airport to meet the evolving needs of travelers and the community while securing a prosperous and sustainable future.

Customer Experience

The airport plays a pivotal role in shaping the first and last impressions of individuals traveling to and from the region. Recognizing this responsibility, we are dedicated to fostering an environment defined by kindness, respect, safety, and security, ensuring that all members of our diverse customer base feel welcome and valued. Our objective is to provide every traveler with a memorable and positive journey through our facility.

To achieve this, we are committed to delivering exceptional customer service, striving for continuous improvement and aiming to reach award-winning standards. This commitment includes the proactive adoption of innovative approaches designed to elevate the overall travel experience. Key initiatives to enhance communication include keeping travelers informed through timely updates on social media platforms, the airport website, clear and effective signage, and regular e-blasts. These channels help ensure passengers have access to the latest information, contributing to a seamless and stress-free journey.

In addition, we are actively exploring the integration of advanced technologies to further improve the customer experience. The planned implementation of self-service kiosks and real-time flight information displays is intended to streamline the passenger process and minimize wait times. By making timely updates and convenient services readily available, we aim to enhance both the efficiency and satisfaction of our travelers.

Furthermore, we recognize the value of ongoing feedback in refining our services. Regularly gathering input through customer surveys and interactive engagement platforms will enable us to adapt and evolve our offerings to meet changing expectations. Through these measures, we are committed to creating a welcoming, responsive, and modern airport environment that prioritizes the needs and experiences of every traveler.

As we look ahead, our focus on enhancing the customer experience will naturally extend to supporting the revitalization of general aviation at the airport, recognizing that exceptional service

and upgraded amenities are essential to attracting new GA tenants and users. By aligning customer service initiatives with forthcoming improvements in hangar facilities, maintenance operations, and fuel pricing, we seek to create a comprehensive and inviting environment for all aviation enthusiasts, whether commercial or general aviation. This integrated approach underscores our commitment to serving the entire aviation community, fostering growth, and ensuring that every visitor to the airport, from business travelers to recreational pilots, benefits from an atmosphere of excellence, convenience, and hospitality.

General Aviation

ROW currently faces significant challenges in attracting general aviation (GA) tenants, users, and amenities. The primary issue is a shortage of suitable GA hangars, which directly impacts the airport's ability to serve GA customers. The absence of adequate facilities has limited the growth and presence of GA activity at the airport.

To address these deficiencies, ROW has initiated discussions with private investors with the goal of improving and expanding useable GA facilities and services. Presently, the focus is on developing new hangars, enhancing aircraft maintenance operations, and offering competitive fuel prices to better serve the GA community.

In addition to these infrastructure improvements, ROW is actively researching regional market demand and trends for both GA and corporate aviation activity. This parallel effort is intended to ensure that any investments or enhancements made are aligned with the current and future needs of the aviation market, thereby positioning ROW as a more attractive destination for GA tenants and users.

Recognizing that infrastructure upgrades and expanded amenities are only part of the solution, ROW is also committed to fostering a vibrant, inclusive general aviation community through ongoing stakeholder engagement and collaborative planning. By supporting a diverse mix of aviation activities, facilitating networking opportunities among pilots and operators, and encouraging educational initiatives, the airport aims to create an environment where GA tenants and users feel valued and supported. These efforts, combined with targeted investments in facilities and services, are designed to stimulate growth, enhance the overall appeal of the Air Center, and reinforce ROW's role as a regional leader in general aviation. This holistic approach not only promotes financial sustainability but also aligns with ROW's broader mission to balance operational excellence with environmental stewardship and long-term community benefits.

Sustainability Initiatives

We are committed to operating and managing the Air Center using a holistic approach that prioritizes financial sustainability. This principle guides our decision-making processes, ensuring that all operational and developmental activities are conducted with an eye toward long-term fiscal responsibility. By carefully balancing resources and expenditures, we seek to secure the airport's future and maintain its ability to serve the community effectively.

Sustainability is a key focus within our operational planning and development efforts. Our team is actively evaluating a range of initiatives aimed at reducing the airport's environmental footprint. These include implementing energy-efficient upgrades to our facilities, adopting responsible water

management practices, and expanding recycling programs throughout the Air Center. Each of these measures is designed to minimize our impact on the environment while supporting the ongoing growth and success of the airport.

By embracing sustainable practices, we strive to achieve a balance between development and environmental stewardship. Our goal is to ensure that both the airport and the surrounding community benefit from our commitment to sustainability, creating lasting positive outcomes for current and future generations.

Building on these sustainability initiatives, we are also proactively identifying, assessing, and mitigating risks that could impact our operations and long-term objectives. Through regular staff training focused on risk awareness and preparedness, as well as ongoing compliance checks and market research, we are strengthening our capacity to respond to evolving challenges. By diversifying our offerings and maintaining reserve funds, we are further safeguarding our financial stability. Periodic reviews of our risk management protocols ensure we remain resilient in the face of market fluctuations, competition, and regulatory changes, enabling us to uphold our commitment to operational excellence and community service.

Risk Assessment and Mitigation

Key Risks

The primary risks faced by the organization include market fluctuations, increased competition, operational challenges, and regulatory changes. Each of these factors has the potential to impact the airport's ability to maintain stable operations and achieve long-term objectives.

Mitigation Strategies

To address these risks, the organization is committed to diversifying its offerings, ensuring that a broad range of services and amenities are available to meet varying market demands. Maintaining reserve funds is another critical strategy, providing a financial buffer to help manage unexpected challenges and fluctuations.

Ongoing market research and compliance checks are regularly undertaken to stay informed of changing industry trends and regulatory requirements. These efforts ensure that the organization remains agile and responsive to external pressures.

Regular staff training programs focused on risk awareness and response preparedness are implemented to equip team members with the knowledge and skills needed to identify potential threats early and respond effectively. This proactive approach helps minimize negative impacts on operations.

Periodic reviews of risk management protocols are conducted to adapt to evolving challenges. By continually assessing and updating these protocols, the organization strengthens its operational resilience and ensures sustained success in a dynamic environment.

As we look ahead, our commitment to rigorous risk management not only supports the airport's ongoing stability but also reinforces the foundational values that guide our organization. By integrating systematic assessments, responsive planning, and continuous improvement into our

daily operations, we foster an environment where teamwork, respect, and recognition flourish. This approach enables us to navigate uncertainty with confidence, empowering our staff to contribute their best while upholding the principles that define our culture and drive our mission forward.

Core Values: Principles That Direct Our Conduct

Teamwork for Results

Teamwork serves as the foundation of our organization's success. We believe that trust among staff members is essential, empowering the team to perform at its highest level and achieve optimal results, regardless of the challenges or tasks at hand. Within our workplace, every team member is empowered to deliver their best work. This empowerment is grounded in the assurance that support is always available and that each individual has the autonomy to exercise their best judgment in any situation. By cultivating an environment of trust, support, and independence, we enable staff to confidently address their responsibilities and make meaningful contributions to our collective success.

We recognize that dedication and enjoyment can coexist. By working diligently while maintaining a positive atmosphere, our team not only accomplishes goals but also finds satisfaction and enjoyment in daily activities.

Respect and Recognition

Respect and recognition are fundamental values that underpin our organizational culture, and they are extended and received by all team members. We foster a respectful environment where open and courteous communication prevails, no matter the topic or circumstances. This approach reflects our belief that every individual plays a vital role in fulfilling our mission.

The ROW Team is committed to acknowledging and celebrating positive contributions by employees, whether achieved individually or as part of a team. Recognition is woven into our culture to emphasize the significance of each person's efforts. Additionally, staff members consistently seek to understand diverse perspectives before making decisions, ensuring that all viewpoints are considered. This practice encourages informed decision-making and strengthens mutual respect within our organization.

Inspiration and Innovation

Every Air Center employee possesses the capacity to inspire and innovate. Through their unique talents and passions, team members have the ability to spark a ripple effect of positive influence throughout the organization. Each interaction is a reminder of the meaningful impact our work has on colleagues and the City. By valuing the influence of every employee and encouraging open sharing of ideas, ROW affirms that all staff actively contribute to the organization's success.

Looking ahead, our dedication to inspiration and innovation is upheld by a culture that supports ongoing learning and adaptability. We encourage team members to embrace new ideas and seek opportunities for growth, nurturing an environment where creative solutions and continuous improvement are valued. This shared commitment elevates our workplace and ensures we remain

responsive to the evolving needs of both our colleagues and the City, reinforcing our reputation as a forward-thinking and impactful organization.

Enthusiasm for Excellence

Maintaining a positive attitude is a driving force behind our achievements at ROW. We believe that enthusiasm for excellence is crucial in every task our staff undertakes. By approaching each responsibility with energy and commitment, we not only highlight the value of each employee's contributions but also reinforce our dedication to continuous improvement.

In our collaborative environment, every individual's efforts matter. This commitment to ongoing improvement ensures we are always striving to do better, with each new opportunity providing a chance to surpass previous accomplishments. By embracing these values, we set standards of excellence that others within the airport aspire to emulate, further demonstrating our commitment to outstanding performance and organizational growth.

As we advance, our steadfast pursuit of excellence is evident in both our accomplishments and the supportive atmosphere we create. By encouraging one another and celebrating milestones, whether large or small, we strengthen our collective resolve and inspire each other to reach new heights. Nurturing a culture where motivation and dedication are the norm, we ensure our team remains resilient and adaptable, prepared to meet the evolving challenges of our dynamic environment while upholding the high standards that define ROW.

Facilities for the Future

To ensure that the Air Center remains adaptable and continues to prosper in a changing marketplace, we are deeply committed to the optimization and ongoing development of our facilities. Our strategy encompasses both the enhancement of current infrastructure and the pursuit of new projects, all guided by a robust capital plan that is specifically designed to address today's needs while anticipating future requirements.

This proactive approach allows us to provide reliable support for our existing tenants, ensuring that their operational demands are consistently met. At the same time, our focus on facility improvement and expansion strengthens our ability to attract new businesses, reinforcing the Air Center's position as a desirable and competitive location within the industry.

By prioritizing investments in our facilities, we establish a solid foundation that supports sustainable growth. Our unwavering dedication to these efforts is essential for maintaining a dynamic environment that appeals to both current and prospective partners, securing the long-term success of the Air Center.

As we look to the future, our commitment to facility excellence extends beyond immediate improvements, embracing innovation and adaptability to accommodate the evolving needs of our stakeholders. By closely monitoring industry advancements and regularly engaging with tenants, users, and community partners, we are able to identify emerging opportunities and respond proactively with targeted upgrades and strategic expansions. This forward-thinking mindset ensures that the Air Center does not merely meet current marketplace demands but is also well-positioned

to anticipate and address the challenges of tomorrow, enabling us to deliver exceptional value and maintain our reputation as a leader in aviation infrastructure and service.

Terminal Building Needs and Challenges

The ROW terminal building, constructed in 1975, has played a pivotal role in supporting airport operations for many years. While the facility was originally designed to meet the needs of the airport at the time of its opening, it now faces significant challenges that must be addressed to align with modern regulatory requirements and to provide an enhanced customer experience.

A critical issue currently affecting the terminal is a shortage of available space. The recent addition of a second airline, along with the necessary support services and personnel, has placed substantial pressure on the existing infrastructure. As a result, the terminal does not have adequate capacity to accommodate the growing demands associated with security, baggage processing, ground operations, and passenger services.

Over the years, advancements in technology, shifting expectations among passengers, and changes in security protocols have surpassed the capabilities of the terminal's original design. These developments have led to operational constraints, including outdated infrastructure, insufficient space for essential passenger services, and inefficiencies that hinder both staff and traveler experiences. Overcoming these obstacles is essential to upholding the Air Center's reputation for reliability and excellence.

Given these considerations, there is an urgent need to expand and modernize the terminal building. Such improvements are necessary to ensure the facility can continue to meet current operational requirements while also preparing to support future growth and evolving standards.

To address these pressing challenges and maintain the Air Center's commitment to operational excellence, the next phase involves developing a comprehensive terminal improvement plan that incorporates input from key stakeholders and leverages industry best practices. This plan will focus on reconfiguring and expanding existing spaces to optimize passenger flow, enhance security screening areas, and integrate modern amenities that cater to evolving traveler expectations. By adopting innovative design solutions and prioritizing flexibility, the Air Center aims to future-proof the terminal, ensuring it remains a welcoming, efficient, and secure gateway for the community while supporting the broader goals of facility growth and air service development outlined in ongoing strategic initiatives.

Airport Auto Parking

The Airport currently provides several auto parking areas designated for public use, offering both short-term and long-term parking options. At this time, visitors can utilize these parking areas without incurring any charges, as there are no fees associated with their use.

All parking facilities at the Airport are uncovered, and the condition of the paved parking lots has deteriorated significantly, leaving them in very poor shape. Compounding this issue, the lighting throughout these areas is inadequate during nighttime hours, resulting in concerns about visibility and overall public safety.

To address these challenges, immediate attention is being directed toward maintenance and lighting improvements in the parking facilities to ensure the safety of the public. While several approaches are under consideration for generating future revenue from parking—including the possibility of outsourcing management to an external vendor—these discussions and reviews are scheduled to occur during the FY2027 planning cycle.

In addition to resolving immediate concerns related to facility maintenance and enhanced lighting, the Airport is also exploring long-term strategies aimed at improving the overall visitor experience and increasing operational efficiency. As planning advances toward the FY2027 review, any prospective changes to parking management or fee structures will be carefully evaluated to maintain a balance between public safety, accessibility, and sustainable revenue generation. The overarching objective is to ensure that airport parking remains convenient and secure for all users, while continuing to support the growth and competitiveness of the Air Center.

Looking ahead, the Airport recognizes that enhancements to parking infrastructure not only elevate the safety and convenience for travelers but also play a pivotal role in supporting future air service growth initiatives. With anticipated increases in passenger traffic driven by strategic partnerships and the expansion of air routes, it is essential that parking solutions are scalable and integrated into broader airport development plans. By proactively aligning parking improvements with projected operational needs, the Air Center can ensure seamless access for visitors, facilitate efficient ground transportation connections, and reinforce its reputation as a forward-thinking gateway. This all-inclusive approach to infrastructure planning will enable the Airport to accommodate rising demand, optimize user experience, and contribute meaningfully to the sustained economic vitality and connectivity of the region.

Air Service Retention and Growth

Retaining and expanding commercial air service activities are essential to advancing the region's economic development and ensuring the long-term success of the Air Center. The ability to grow commercial air service is fundamentally supported by three key pillars: airlines, the airport, and market demand. These pillars are shaped by the economic climate, levels of inbound tourism, and the volume of both business and leisure travel originating from the area.

The Air Center is dedicated to reinforcing and cultivating these pillars throughout its entire catchment area and beyond. This dedication is evident in the ongoing efforts to build strong collaborations with airlines and community stakeholders, all aimed at maintaining, expanding, and attracting a diverse array of air service offerings.

To further enhance air service retention and growth, the Air Center is proactively seeking partnerships with local businesses, tourism organizations, and regional development agencies. These partnerships are intended to synchronize marketing initiatives and service improvements with the evolving needs of the community. By utilizing insights from continuous industry analysis and gathering feedback from airline partners and passengers, the Airport is working to design innovative programs that improve route viability, open up new market opportunities, and support ongoing passenger growth.

Additionally, through focused outreach and engagement strategies, the Air Center strives to remain an appealing and competitive choice for both established and potential carriers. This approach helps foster an environment where air service can flourish, directly contributing to the region's broader economic goals.

Recognizing the importance of sustained air service retention and expansion, the Air Center integrates these collaborative efforts with a strategic approach that addresses both immediate and long-term objectives. By leveraging data-driven market analysis and fostering ongoing dialogue with airlines, local businesses, and tourism partners, the Airport is able to adapt swiftly to emerging industry trends and regional demands. This adaptability not only strengthens existing service offerings but also positions the Air Center to capitalize on new opportunities for route development and passenger growth. Through targeted marketing initiatives, enhanced service quality, and an unwavering commitment to innovation, the Air Center ensures it remains a preferred and competitive gateway, supporting the continued vitality and connectivity of the region.

Strategic Approach to Air Service Growth

The Air Center is committed to a strategic approach for achieving sustained growth in air service. This approach incorporates short-, medium-, and long-term objectives, each designed to retain and expand air service activities over the next five years. By focusing on strategies that support both current operations and future expansion, the Air Center aims to strengthen its position as a vital regional gateway.

Collaborative Partnerships and Market Development

Central to these strategies is the Air Center's dedication to building collaborative relationships with airlines, local businesses, and tourism organizations. Through these partnerships, the Air Center develops tailored programs that address evolving market needs. Ongoing industry analysis and proactive engagement with community stakeholders enable the Airport to identify and take advantage of emerging opportunities in route development and passenger growth. Targeted marketing initiatives and service enhancements further ensure that ROW remains an attractive and competitive destination for both carriers and travelers. The Air Center's emphasis on adaptability and innovation positions it to navigate market fluctuations and advance air service retention and expansion, thereby contributing to the economic vitality and connectivity of the region.

Retaining and Expanding Air Service

ROW benefits from several positive regional trends that support its continued growth. The area has experienced a notable increase in tourism, largely driven by the popularity of the National Championship Air Races. This influx of visitors is complemented by new business activities and a modest but steady rise in the local population. Additionally, a variety of community events across the region highlight the growing need for expanded passenger capacity and enhanced air service offerings.

As these favorable demographic and economic trends continue, the Air Center is well-positioned to capitalize on rising demand. By strategically aligning air service enhancements with the evolving needs of the community and local industries, the Air Center not only anticipates growth in

passenger volume but also reinforces its commitment to providing reliable, high-quality service that meets regional development and travel expectations.

Proactive Market Monitoring

The Airport staff maintain a vigilant approach by consistently monitoring industry trends and airline strategies. This proactive stance allows the team to identify and address potential weaknesses or shifts in the market before they impact ROW's air service. By anticipating changes and responding promptly, the Air Center ensures continued adaptability to evolving conditions and readiness to meet both current and future demands.

Building on this vigilant monitoring, the Air Center is committed to ongoing agility by regularly updating operational strategies based on the latest data and stakeholder feedback. This dynamic approach supports continuous improvement in route planning, service quality, and partnership development, positioning ROW to seize new opportunities as they arise. By integrating advanced analytics and maintaining open communication with airline partners and the broader community, the Air Center remains resilient amid industry fluctuations and is well-equipped to deliver sustained value to travelers and the region.

Cargo Operations

Currently, cargo operations at ROW are minimal. However, discussions with specific tenants and emerging businesses indicate a potential for moderate cargo activity over the next five years. In the coming months, staff will be reaching out to major carriers such as FedEx, UPS, DHL, and Amazon to explore these opportunities further.

Looking forward, the Air Center intends to further solidify its role as a regional economic driver by expanding its reach into new market segments and leveraging innovative approaches to air service development. Continued investment in infrastructure upgrades, digital technology integration, and sustainable practices will underpin its efforts to attract additional carriers and diversify its service portfolio. By staying attuned to industry advancements and actively engaging with both established and emerging partners, the Air Center will foster a dynamic environment where passenger and cargo operations can thrive. This forward-thinking strategy not only supports the Airport's goal of long-term growth and resilience but also ensures that ROW remains responsive to the evolving needs of travelers, businesses, and the broader community, strengthening its position as a pivotal gateway for regional connectivity and prosperity.

EXIBIT A

ROSWELL®
International Airport

Summary Report

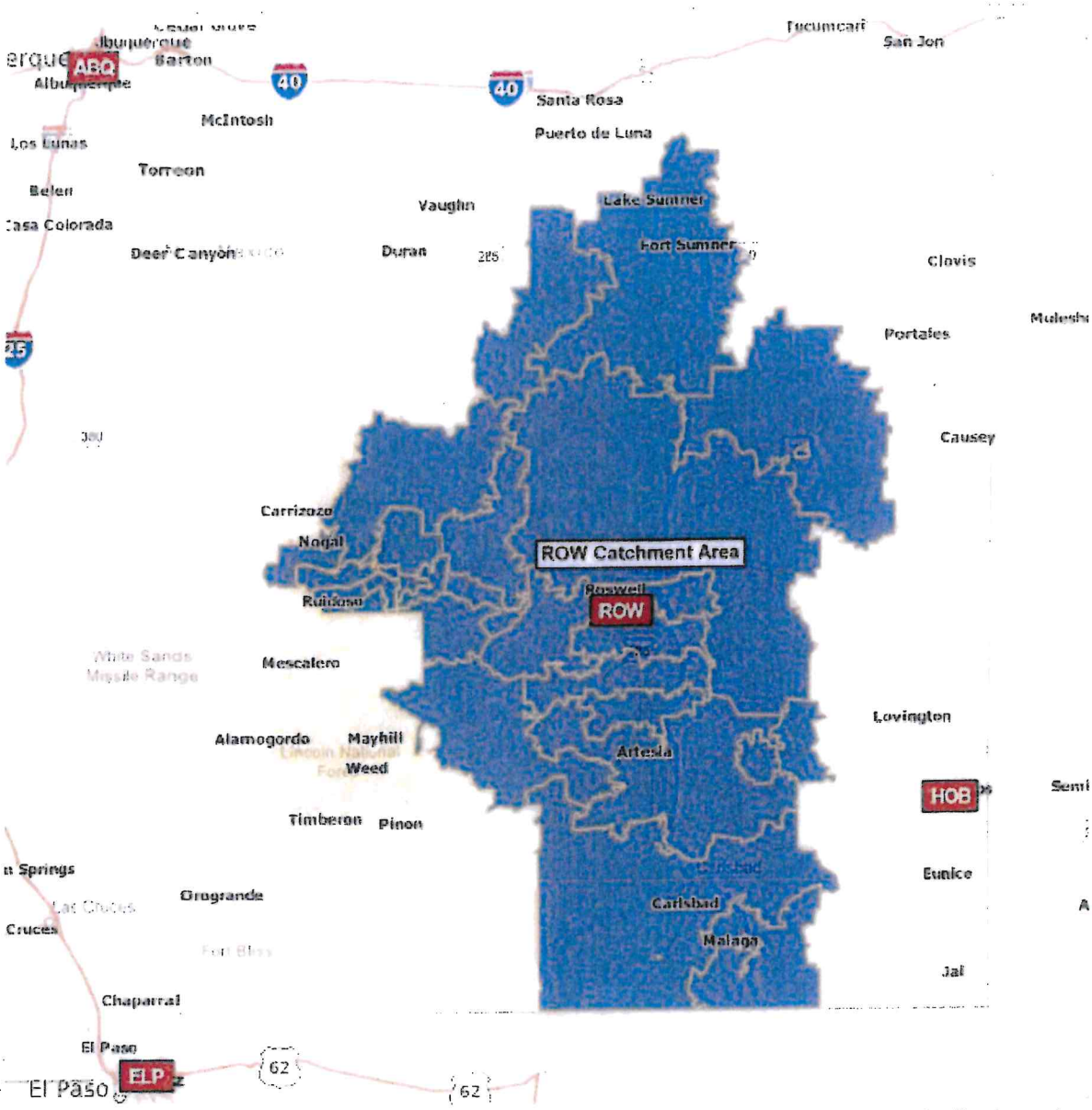
	Landside	Airside	Land	GA	Totals
Lease Building /Parcels	26	24	24	10	84
Commercial Aeronautical	14	17	14	10	55
Non Aeronautical	12	7	10	0	29

Expiration	Landside	Airside	Land	GA	Totals
Expired	2	2	2	0	6

Status					
Active	24	22	22	10	78
Negotiations	2	2	2	0	6
Approval in Process	2	0	1	0	3
Terminating	1	0	0	0	1
Holdover	4	3	2	0	9

EXIBIT
B

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ABQ
ROW Catchment Area
ROW
HOB
ELP
Roswell
Artesia
Carlsbad
Hobbs
Lovington
Eunice
Jal
Malaga
Portales
Clovis
Causey
Fort Sumner
Lake Sumner
Santa Rosa
Puerto de Luna
McIntosh
Torreon
Belen
Los Lunas
Vaughn
Duran
Deer Canyon
Carrizozo
Nogal
Ruidoso
Mescalero
Alamogordo
Mayhill
Weed
Timberon
Pinon
Orogrande
Las Cruces
Chaparral
El Paso
Tucumcari
San Jon
Tucumcari
Barton
Albuquerque
40
25
62
285

EXIBIT C

ROSWELL®
International Airport

5 Year Capital Improvement Plan (CIP)

Airport Name (LOC ID), ST: **Roswell Air Center (ROW), Roswell, New Mexico** **CIP START YEAR: 2026**

$1,038,580	2024 Passenger & Cargo (Expires FY26)	$1,038,580	2023 AIG (Expires FY26)	Passenger and Cargo Match FY 26	95%
$1,300,000	2025 Passenger & Cargo (Expires FY27)	$1,037,886	2024 AIG (Expires FY27)	AIG Match FY 26	95%
$1,300,000	Estimated Passenger & Cargo (for planning through 2030)	$1,327,063	2025 AIG (Expires FY28)	Passenger and Cargo Match FY 27-30	90%
		$1,327,063	2026 AIG (for planning through 2026)	AIG Match FY 27-30	90%

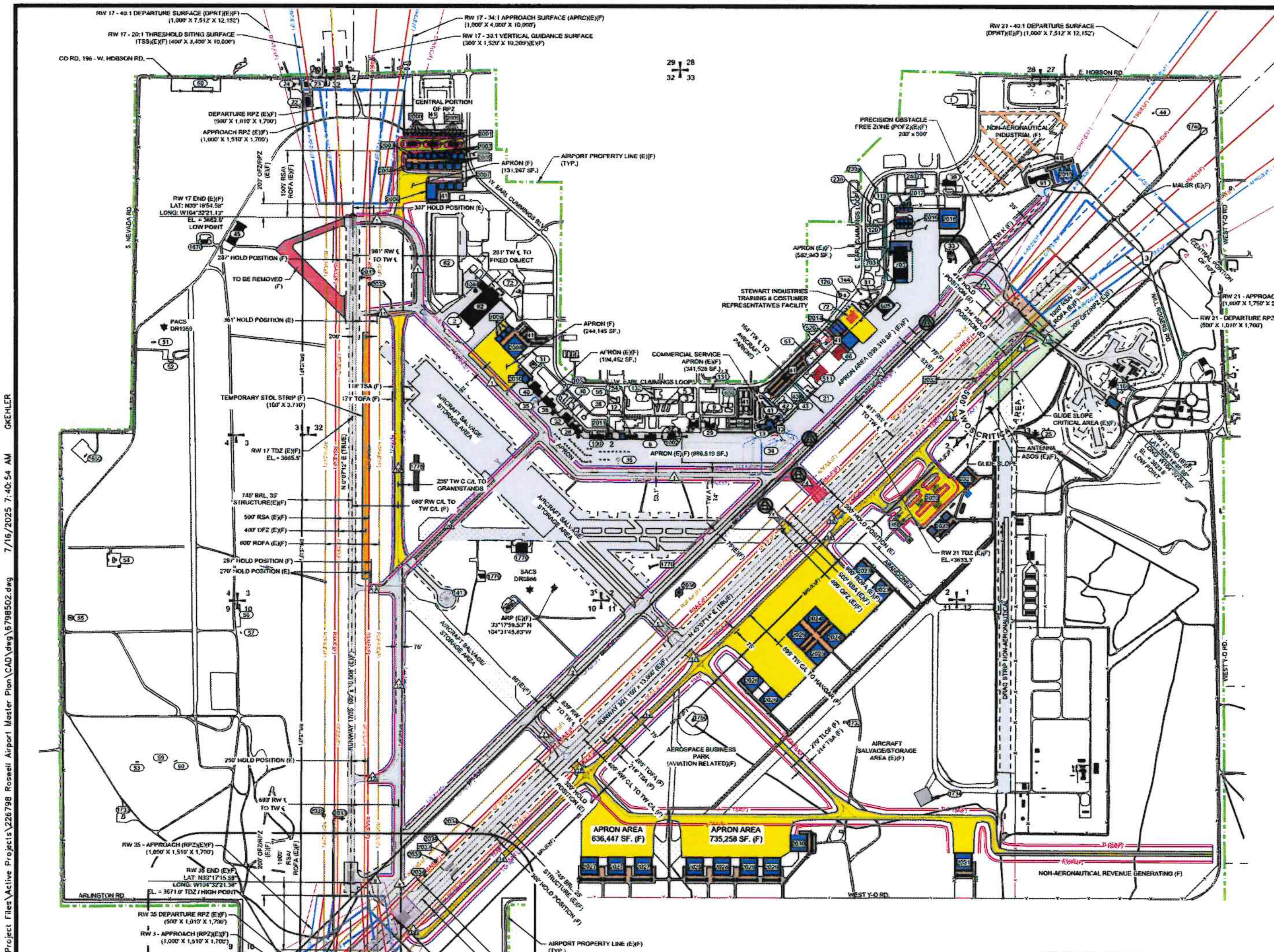
Fed FY	Available		Funding Source	Data sheet - Project Component/Phase	Estimated Cost	Funding Plan				
	Passenger & Cargo	AIG				AIP	AIG	Additional AIP	Other	Match
2026	$3,638,580	$4,730,592	AIP	Reconstruct Runway 17/35 (RC RW IM) Phase II (Design)	$500,000	$475,000				$25,000
			Other	Runway 3/21 Remarking / Route and Seal	$2,000,000				$2,000,000	
			Other	(MAP) Construct Parking Lot (OT OT PA) Parking System	$3,000,000				$3,000,000	
			AIP	Rehabilitate Taxiways A, J, C, G, & H (RS TW IM)	$1,000,000	$950,000				$50,000
			BIL	Electrical Vault Construction	$5,000,000		$4,730,592			$250,000
			Other	Apron Lighting	$2,000,000				$2,000,000	
			Other	5-Ton Forklift	$30,000				$30,000	
			Other	Taxiway C In-Pavement LED Lighting	$700,000				$700,000	
	Total = $8,369,172									
	$2,213,580		Remaining Funds	**2026 Annual Subtotals:**	**$14,230,000**	**$1,425,000**	**$4,730,592**		**$7,730,000**	**$325,000**
2027	$3,513,580		AIP	Rehabilitate Taxiways D, E, F, & M (RS TW IM) (Preservation)	$1,000,000	$900,000				$100,000
			AIP	Reconstruct Runway 17/35 (RC RW IM) Phase III (Const.)	$20,000,000	$1,613,580		$16,386,420		$2,000,000
			Other	(MAP) Widen Taxiway B (ST TW IM) Phase I (PER & Design)	$450,000				$450,000	
			State	State Maintenance Grant	$22,000					$22,000
			AIP	Hot Spot Reconstruction Phase I (PER & Design)	$700,000	$665,000				$70,000
	Total = $3,513,580									
	$335,000		Remaining Funds	**2027 Annual Subtotals:**	**$22,172,000**	**$3,178,580**		**$16,386,420**	**$450,000**	**$2,192,000**
2028	$1,635,000		AIP	Hot Spot Reconstruction Phase II (Construction)	$1,500,000	$1,350,000				$150,000
			Other	Widen Taxiway B (ST TW IM) Phase II (Construction)	$3,500,000				$3,500,000	
	Total = $1,635,000									
	$285,000		Remaining Funds	**2028 Annual Subtotals:**	**$5,000,000**	**$1,350,000**			**$3,500,000**	**$150,000**
2029	$1,585,000		AIP	Runway 3/21 Pavement Maintenance	$2,000,000	$1,485,000		$315,000		$200,000
			State	State Maintenance Grant	$22,000					$22,000
	Total = $1,585,000									
	$100,000		Remaining Funds	**2029 Annual Subtotals:**	**$2,022,000**	**$1,485,000**		**$315,000**		**$222,000**
2030	$1,400,000		AIP	Runway Hold Bars Remarking	$1,000,000	$900,000				$100,000
	Total = $1,400,000									
	$500,000		Remaining Funds	**2030 Annual Subtotals:**	**$1,000,000**	**$900,000**				**$100,000**
				5 Year CIP Totals:	**$44,424,000**	**$8,338,580**	**$4,730,592**	**$16,701,420**	**$11,680,000**	**$2,989,000**

SPONSOR SIGNATURE: _____ **DATE:** _____

EXIBIT D

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I:\ARM\LEGACY_New Mexico\Roswell\Project Files\Active Projects\226798 Roswell Airport Master Plan\CAD\dwg\6798502.dwg 7/16/2025 7:40:54 AM GKEHLER



NOTE: SEE SHEET 3 OF THIS SET FOR THE FACILITIES LIST.

CRITICAL POINTS

NO.	OBJECT	GROUND ELEV.	OBJECT HEIGHT	TOP ELEV.	TSS SURFACE (E)(F) ELEV.	APPROACH SURFACE (E)(F) ELEV.
1	ROAD	3670'	15'	3685'	3763'	3704'
2	ROAD	3658'	15'	3673'	3767'	3727'
3	*ROAD	3614'	15'	3629'	3718'	3680'

* = ALL TOP ELEVATIONS AND LOCATIONS SUPPLEMENTED WITH ONLINE SOURCES AND/OR ARE ESTIMATED HEIGHTS AND NOT BASED ON SURVEY

ALL OTHER OBJECT TOP ELEVATIONS AND LOCATIONS ARE BASED ON A SURVEY BY WILSON & COMPANY DATED 11/2022.

TAXIWAY TABLE

NO.	NAME	WIDTH	NO.	NAME	WIDTH
1	A (E)(F)	100'-53'	11	J (E) / C1 (F)	50'
2	B (E)(F)	52'/75'	12	H (E) / C2 (F)	72'
3	B1 (F)	52'/75'	13	G (E) / C3 (F)	70'
4	D (E)	76'	14	D (F)	75'
5	B2 (F)	75'	15	MIL (E) / D1 (F)	78'
6	E (E) / B3 (F)	79'	16	D2 (F)	75'
7	F (E) / B4 (F)	80'	17	D3 (F)	75'
8	B (E) / B5 (F)	377'	18	D4 (F)	75'
9	M (E) / C4 (F)	78'	19	D5 (F)	75'
10	C (E)(F)	50'	20	C (E) / E (F)	50'

LEGEND

EXISTING	FUTURE	DESCRIPTION
ASPHALT / CONCRETE		AIRFIELD DEVELOPMENT
		STRUCTURE/FACILITIES (BUILDING)
		AIRPORT PROPERTY LINE (APL)
RSA(E)	RSA(F)	RUNWAY SAFETY AREA (RSA)
OFZ(E)	OFZ(F)	OBSTACLE FREE ZONE (OFZ)
ROFA(E)	ROFA(F)	RUNWAY OBJECT FREE AREA (ROFA)
RPZ(E)	RPZ(F)	RUNWAY PROTECTION ZONE (RPZ)
BRL(E)	BRL(F)	BUILDING RESTRICTION LINE (BRL)
TSA(E)	TSA(F)	TAXIWAY SAFETY AREA (TSA)
TOFA(E)	TOFA(F)	TAXIWAY OBJECT FREE AREA (TOFA)
	N/A	PRECISION OBSTACLE FREE ZONE
	N/A	GLIDE SLOPE CRITICAL AREA
	N/A	LOCALIZER CRITICAL AREA
		AIRPORT REFERENCE POINT (ARP)
	N/A	PACS/SACS MONUMENT
N/A		TO BE REMOVED
0000 0000	0000 0000	THRESHOLD LIGHTS
		REIL
		VASI/PAPI
		AIRPORT BEACON
		WIND CONE & SEGMENTED CIRCLE
		SUPPLEMENTAL WIND CONE
		AWOS
	N/A	MALSR
	N/A	LOCALIZER
N/A		HELICOPTER PARKING
	N/A	SECTION CORNER
4125	N/A	CONTOURS
		ROAD/PARKING
		MARKINGS
X	XX	FENCING

SPONSOR APPROVAL

DRAFT

CITY OF ________ DATE

FAA APPROVAL

No.	Proj No.	Date	Revision / Description	File	Drwn.	Chkd.	Apprvd.
0	226798	05/2025	ORIGINAL ISSUE	6798502	GWK	ATS	MJT

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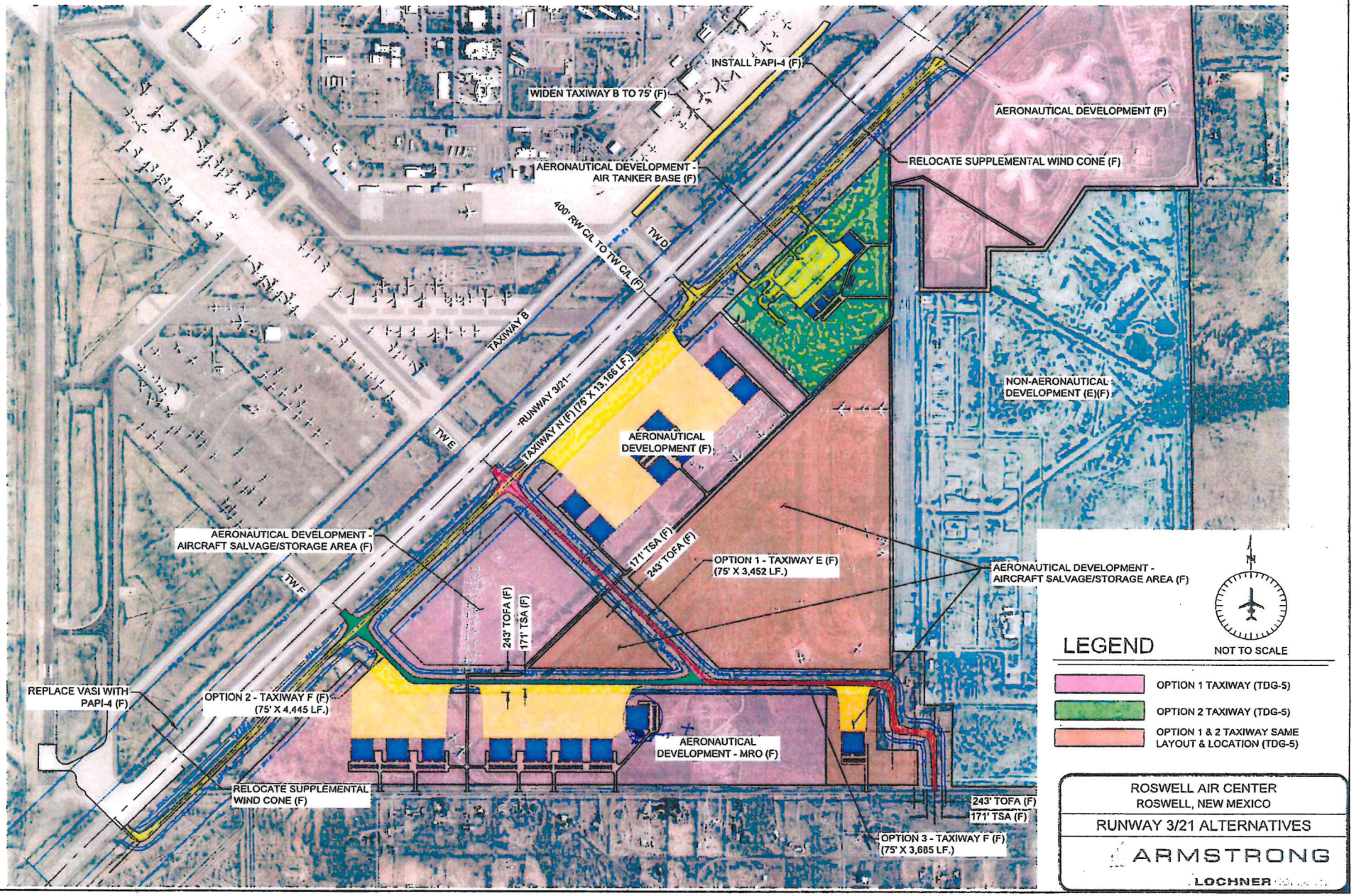
ROSWELL AIR CENTER (ROW)
ROSWELL, NEW MEXICO

AIP No. 3-35-0035-048-2022
AIRPORT LAYOUT PLAN

Lochner

AIRPORT LAYOUT PLAN

Sheet: 2 of: 40


INSTALL PAPI-4 (F)
WIDEN TAXIWAY B TO 75' (F)
AERONAUTICAL DEVELOPMENT (F)
RELOCATE SUPPLEMENTAL WIND CONE (F)
AERONAUTICAL DEVELOPMENT - AIR TANKER BASE (F)
400' RW C/L TO TW C/L (F)
TW D
TAXIWAY B
RUNWAY 3/21
TAXIWAY N (F) (75' X 13,165 LF.)
TW E
AERONAUTICAL DEVELOPMENT (F)
NON-AERONAUTICAL DEVELOPMENT (E)(F)
AERONAUTICAL DEVELOPMENT - AIRCRAFT SALVAGE/STORAGE AREA (F)
TW F
171' TSA (F)
243' TOFA (F)
OPTION 1 - TAXIWAY E (F) (75' X 3,452 LF.)
AERONAUTICAL DEVELOPMENT - AIRCRAFT SALVAGE/STORAGE AREA (F)
243' TOFA (F)
171' TSA (F)
REPLACE VASI WITH PAPI-4 (F)
OPTION 2 - TAXIWAY F (F) (75' X 4,445 LF.)
AERONAUTICAL DEVELOPMENT - MRO (F)
RELOCATE SUPPLEMENTAL WIND CONE (F)
243' TOFA (F)
171' TSA (F)
OPTION 3 - TAXIWAY F (F) (75' X 3,685 LF.)
N
NOT TO SCALE
LEGEND
OPTION 1 TAXIWAY (TDG-5)
OPTION 2 TAXIWAY (TDG-5)
OPTION 1 & 2 TAXIWAY SAME LAYOUT & LOCATION (TDG-5)
ROSWELL AIR CENTER
ROSWELL, NEW MEXICO
RUNWAY 3/21 ALTERNATIVES
ARMSTRONG
LOCHNER

EXIBIT
E

ROSWELL®
International Airport

Goals and Objectives	Role	Year					
	Accountable	2024	2025	2026	2027	Future	Note
Reinforce Airport Administration							
Goal 1: By July 2025, recurit, hire and onboard an experienced Airport Director capable of implementing the Airport Strategic Plan.							
Objective 1-1 : By September 2024, review Airport management organizational structure, Airport Director job discriptions, and compensation package to assure market copetitiveness.	City Manager	Q3					Complete
Objective 1-2: By December 2024, either proceed with City hiring process or engage an aviation industry management recruiter to identfy and recruite qualified Airport Director canadidates.	City Manager	Q4					Complete
Objective 1-3: By January 2025, interview qualified Airport Director candidates.	City Manager		Q1				Complete
Objective 1-4: By March 2025, make offer and hire qualified Airport Director	City Manager		Q1				Complete
Objective 1-5: By May 2025, onboard qualified Airport Director to ensure overlap with the current Airport Director.	City Manager		Q2				Complete

Leverage Facility Development
Goal 2: By January 2027, Complete an begin implementation of an Airport real estate plan, with a focus on the development of a 100,000 square fool hangar space to accommodate wide-body aircraft and 30 general aviation T-Hangars

Objective 2-1: By February 2025, hire third-party(ies) to create an airport Facility Assessment to determine which existing Airport improvements should either be rehabilitated or replaced, and conduct a utility (e.g., electricity, water,sewer, communication, etc.) assessment for existing and future improvements.	Airport Manager		Q1				Staff project in process-continuing
Objective 2-2: By June 2025, conduct a comprehensive search to identify federal, state, and local funding, sources to fund an Airport real estate plan.	Airport Manager		Q2				On going at all times
Objective 2-3: By August 2025, based on the completed Airport Facility Assessment and utility assessment, hire third-party(ies) to develop an Airport real esate plan for future develop land and hangars.	Airport Manager		Q3				Getting quotes on specific work for certain building projects- in discussion
Objective 2-4: By September 2026, based on the completed Airport real estate plan, develop a hangar financial proforma and an RFI and RFP to solicit interest in developing and leasing Airport land and/or improvements.	Airport Manager			Q3			
Objective 2-5: By October 2025, develop and slign to standard agreement(s) for the development and leasing of airport land and/or improvements.	Airport Manager		Q4				Multiple discussions with private equity partners

Enhance General Services

Goal 3: By January 2027, enhance the type, level, and quality of general aviation products, services, and facilities at the Airport, with a focus on development of commercial self-service fueling capabilities.							
Objective 3-1: By August 2025, conduct a survey of past, existing, and prospective based and transient general aviation Airport users to assesss the type, level, and qualityof current, required and desired general aviation products, sercives, and facilities.	City Manager		Q3				Director has extensive experience in GA and fully understands requirements
Objective 3-2: By Japril 2025, review current FBO agreement to assure existing products, services, and facilities meet agreement terms and conditions. Explore new potential products, services and facilities FBO can provide.	City Manager		Q2				Multiple conversations have occurred
Objective 3-3: By December 2024, conduct an FBO options analysis to study the pros and cons of different means of providing FBO products, services, and facilities.	City Manager	Q4					Complete
Objective 3-4: By August 2025, make decision on how future FBO products, services and facilities will be delivered to Airport users.	City Manager		Q3				Waiting on proposal from existing FBO
Objective 3-5: By September 2025, in conjuction with existing and new FBOs and SASOs or airport-provided FBO, market enganced general aviation products, services, and facilities to ensure viability.	City Manager		Q3				
Accelerate Aviation Education and Job Growth							

Goal 4: By January 2028, in cooperation with the City, County, Airport Tenants, and regional education institutions, promote aviation scholarships, education, and career opportunities.							
Objective 4-1: By January 2026, form Pathways to Aviation & Aerospace Committee to promote each of Goal 4's focus areas.				Q1			Needs imput from Airport Advisory Committee
Objective 4-2: By March 2026, convene Pathways committee to determine feasible partnership opportunites with local schools and universites such as Eastern New Mexico University at Roswell (ENMU-Roswell), New Mexico Military Institute (NMMI) and regional school district.				Q1			Needs imput from Airport Advisory Committee
Objective 4-3: By June 2026, conduct a comprehensive search to identify federal, state, and local funding sources to support each of Goal 4's focus areas.				Q2			Needs imput from Airport Advisory Committee
Objective 4-4: By October 2026, develop a Roswell Pathways to aviation and Aerospace implementation Plan in collaboration with industry leaders to formalixe partnerships and determine key performance indicators for success.				Q4			Needs imput from Airport Advisory Committee

Attract Regional and National Investment

Goal 5: By January 2027, in cooperation with the City, County, Airport tenants, and regional economic development organizations, promote and identify opportunities to leverage Aorport facilites and land resources to retain current tenants and attract more community, regional, and national investment.							
Objective 5-3: By March 2025, conduct a comprehensive search to identify federal, state and local funding sources to support economic development opportunites.	City Manager		Q1				Ongoing at all times with Engineering Contractor
Objective 5-5; By December 2024, develop leasing, rents, and fees policy to be approved by the City Council.	City Manager	Q4					
Objective 5-6L By July 2026, initiate a spaceport Feasibility Study to gain understanding of how the airport can take advantage of the growing space economy already gaining traction in New Mexico.	City Manager			Q3			Visit with Spaceport. Spaceport visited here.
Objective 5-7: By July 2026, in coordination with Airport investment Task Force, create an Emerging Technologies implementation Plan to better understand the feasibility of advancing emerging technologies such as Advanced Air Mobility (AAM) and High Altitude Platform Systems (Haps) research developmetn at the Airport.	City Manager			Q3			Future work.
Improve Commercial Air Service							

Goal 6: By January 2030, retain current commercial air service and improve the type, level. And quality of commercial air carrier service at the Airport, with a focus on increasing the number of enplanements by 40%, and improving airport terminal facilities and amenities.							
Objective 6-3: By August 2025, work with an ASD consultant to use current Small Community Air Service Development Program (SCASDP) grant before it expires.	City Manager		Q3				Complete

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
The Finance Committee is asked to consider and refer to the Finance Committee and recommend a budget adjustment of $1.8 million of Opioid Fund's money to be appropriated for expenditure by the City consistent with the following scope and for any real property, fixtures, and personal property necessary or related to accomplishing the goals and scope. (Arnold)

BACKGROUND:
Initiated by: Councilor Arnold

The Scope of the procurement consists of identifying and awarding organizations to provide services as follows:

The term of this contract shall be from the date of award until June 30, 2026. The City reserves the right to extend any contract, on a fiscal year annual basis (or any portion thereof) and by mutual agreement, for up to (3) additional years. Under no circumstances will the terms of this contract, including any or all of the award contracts. The City will abide by all portions of NMSA 1978 §3-1-154, regarding contract limits and terms.

The purpose of this procurement is to identify organizations or agencies to respond to the opiod crisis through opiod response strategies such as, but not limited to, prevention, treatment, recovery, harm reduction, and/or education. The goal is to fund projects in Roswell, NM that will have a high impact on alleviating the opioid crisis.

Multiple organizations may be selected for funding contracts. As part of the funding requirements, selected organizations must complete the following activities:
1. Implement an opioid response project to include, but not limited to, prevention, treatment, recovery, harm-reduction, and/or education strategies.
2. Present to the City of Roswell at least once during the funding period.
3. Complete ba yearly Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: 2700-477000 (Federal - LG Abatement) - $1,875,952.57 (Budgeted/Actual)

Expense: 27003025-793000 (Miscellaneous Expense-General) -- $1,875,952.57 (Budget Adjustment Needed)

LEGAL REVIEW:
The Legal Department has been involved in the discussions of this item.

BOARD AND COMMITTEE ACTION:
This item was presented to the Public Safety Committee on November 18, 2025. It was voted 5-0 to send it to the Finance Committee.

STAFF RECOMMENDATION:
Consider this item and refer to the Finance Committee for funding consideration.

EDDY COUNTY
STATE OF NEW MEXICO
QUALIFICATIONS-BASED REQUEST FOR PROPOSALS

Opioid Crisis Services

For

EDDY COUNTY

RFP 23-07
Commodity Code(s):
95206

EDDY COUNTY
101 W. GREENE STREET
CARLSBAD, NM 88220

Issued: December 12, 2023

Proposal Due: January 9, 2024

The County of EDDY has designated a Chief Procurement Officer who is responsible for this procurement and whose name, address, and telephone number are listed below. Any inquiries or requests regarding this procurement should be submitted to the Chief Procurement Officer in writing. Organizations may contact ONLY the Chief Procurement Officer regarding the procurement. Other County employees do not have the authority to respond on behalf of the County of EDDY.

Dorella Fannin
Chief Procurement Officer

Phone: **575-887-9511**
E-mail: dfannin@co.eddy.nm.us

IMPORTANT:

DEADLINE TO SUBMIT PROPOSALS: JANUARY 9, 2024 AT 2:00 PM MST

SUBMISSIONS MUST BE MADE VIA THE EDDY COUNTY PROCUREMENT PORTAL.
NO PHYSICAL COPIES OF SUBMISSIONS WILL BE ACCEPTED.

ELECTRONIC PROCUREMENT PORTAL

Eddy County has partnered with Bonfire Interactive and all Bid/RFP submissions will be done digitally effective 10/01/2017. This is an effort to streamline the procurement process and make doing business with your company smoother and more efficient. The Procurement Portal can be accessed at Eddy County Procurement Portal. All vendors will need to register with the Procurement Portal initially to log in and submit requested information. We encourage you to link your relevant commodity codes to your profile so, if you choose, opportunities will be sent directly to you when it the solicitation matches your codes. Information about registering can be found at Vendor Registration Help. If you have any questions, you may contact the Eddy County Chief Procurement Officer. Both the Eddy County Procurement Portal and the Vendor Registration Help can be accessed via the links clickables above or at:

https://coeddynm.bonfirehub.com/portal/?tab=openOpportunities

https://bonfirehub.zendesk.com/hc/en-us/articles/115009714887-Vendor-Registration

IF THERE IS ANY PROBLEM REGARDING THE FOLLOWING SPECIFICATIONS OR CONDITIONS THAT WOULD PREVENT YOU FROM SUBMITTING A PROPOSAL, CONTACT THE CHIEF PROCUREMENT OFFICER IMMEDIATELY FOR CLARIFICATION AND/OR CONSIDERATION OF AN ADDENDUM.

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The County of Eddy seeks sealed qualifications-based proposals from qualified organizations that can do business in the State of New Mexico to provide services as follows. **The County will consider proposals from qualified organizations in Eddy County and surrounding areas that provide resources, services, and/or education to the public battling opioids.**

Note: Funding for these services is contingent based upon the availability of funds for future Fiscal Years.

B. SCOPE OF PROCUREMENT

The scope of the procurement consists of identifying and awarding organizations to provide services and is open to the use of this solicitation by other Eddy County Departments and other state agencies and/or local public bodies. The term of this contract shall be from the date of award until June 30, 2024. The County reserves the right to extend any contract, on a Fiscal Year annual basis (or any portion thereof) and by mutual agreement, for up to three (3) additional years. Under no circumstances will the term of this contract, including any extensions thereto, exceed four (4) years. This procurement may result in a multi-source award. There is no guarantee that the option will be exercised on any or all of the awarded contracts. There is no guarantee of a task order on any or all of the awarded contracts. The County will abide by all portions of New Mexico State Statute 13-1-154, regarding contract limits and terms.

The purpose of this procurement is to identify organizations or agencies to respond to the opioid crisis through opioid response strategies such as, but not limited to prevention, treatment, recovery, harm reduction, and/or education. The goal is to fund projects in Eddy County and surrounding communities that will have a high impact in alleviating the opioid crisis.

Multiple organizations may be selected for funding contracts.

As part of the funding requirements, selected organizations must complete the following activities:

1. Implement an opioid response project to include but not limited to prevention, treatment, recovery, harm reduction, and/or education strategies.
2. Present to the Board of Eddy County Commissioners at least once during funding period.
3. Complete a yearly Project Summary Report, including updated organization contact information, an account of the use of funds, and a description of outcomes.

C. DEFINITION OF TERMINOLOGY

This section contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Board of County Commissioners" (also "BOCC") means the elected board in whom all powers of the County are vested and who are responsible for the proper and efficient administration of the County government.

"Close of Business" means 5:00 P.M. Mountain Standard Time (MST) or Mountain Daylight Time (MDT), whichever is in effect on the date specified.

"Contract" or "Agreement" means a written agreement for the procurement of items of tangible personal property or services.

"Organization" means a successful Organization who enters a binding

contract. "County" means the County of Eddy, State of New Mexico.

"Determination" means the written documentation of a decision of the Chief Procurement Officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

"Desirable" refers to the terms "may", "can", "should", "preferably" or "prefers," which identify a discretionary item or factor. (As opposed to a "mandatory" item or factor.)

"Evaluation Committee" means a body appointed by County management to perform the evaluation of Organization proposals.

"Evaluation Committee Report" means a report prepared by the Chief Procurement Officer and the Evaluation Committee for submission to appropriate approval authorities for contract award that contains all written determinations resulting from the conduct of a procurement requiring the evaluation of competitive sealed proposals.

"Finalist" is defined as an Organization who meets all the mandatory specifications of this Request for Proposal and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

"Mandatory" refers to the terms "must", "shall", "will", "is required" or "are required," which identify a required item or factor. (As opposed to a "desirable" item or factor.) Failure to meet a mandatory item or factor will result in the rejection of the Organization's proposal.

"Organization" is any person, or entity who chooses to submit a proposal.

"Chief Procurement Officer" means the person or designee authorized by the County to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

"Page" means one (1) side of an 8 ½ X 11 inch sheet of paper. One (1) 8 ½ X 11 inch sheet of paper printed on both sides constitutes two (2) pages.

"Procuring agency of the County" means the department or other subdivision of the County of Eddy that is requesting the procurement of services or items of tangible personal property.

"Purchase Order" or "PO" means the document that directs an organization to deliver items of tangible personal property or services pursuant to an existing, valid contract.

"Purchasing" means the County of Eddy Purchasing Office or the Eddy County Purchasing Agent.

"Purchasing Agent" or "PA" means the Purchasing Agent for the County of Eddy.

"Request for Proposals" or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals.

"Responsible Organization" means an Organization who submits a responsive proposal and who has furnished required information and data to prove that their financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services or items of tangible personal property called for in this proposal.

"Responsive Offer" or "Responsive Proposal" means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity and delivery requirements.

"Statement of Compliance" and "Statement of Concurrence" mean an express, affirmative statement by the Organization in their proposal, which they agree with or agree to the stated requirement(s). Possible examples of acceptable responses include "The [NAME HERE] Company agrees to comply with this requirement.", "The [NAME HERE] Company concurs with this requirement." and The [NAME HERE] Company agrees to participate as required."

D. TITLE VI OF THE CIVIL RIGHTS ACT

Eddy County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Eddy County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Eddy County program, activity or service.

E. PROCUREMENT LIBRARY

The Procurement Library consists of the following documents that may be accessed by the Associated Internet links:

- **New Mexico Procurement Code**
  http://www.generalservices.state.nm.us/statepurchasing/

- **Eddy County Purchasing Policy**
  http://www.eddycounty.org

II. CONDITIONS GOVERNING THE PROCUREMENT

This section lists the major events of the Selection Process and specifies general requirements.

A. SEQUENCE OF SELECTION PROCESS EVENTS

ACTION	RESPONSIBILITY	DATE
1. Issue RFP	Chief Procurement Officer	12/12/2023
2. Deadline to Submit Questions	Potential Organizations	12/27/2023
3. Response to Written Questions	Chief Procurement Officer	12/29/2023
4. Deadline for Submission of Proposal	**Organizations : 2:00PM**	**01/09/2024**
5. Proposal Evaluation	Evaluation Committee: 01/09/2024	01/17/2024
6. Approval of BOCC	BOCC	01/2023
7. Protest Deadline	Organizations	15 DAYS AFTER AWARD

NOTICE: Eddy County reserves the sole right, without incurring any liability, to change any aspect of the proposed procurement described above, including the right not to proceed with the procurement and/or the right to proceed in a different manner or on a different timeline than as described above.

Contracts will be negotiated and issued based on the specific scope of work for each individual project.

B. EXPLANATION OF SELECTION PROCESS EVENTS

1. Issue RFP
This RFP is being issued by the Chief Procurement Officer on behalf of Eddy County.

2. Deadline to submit written questions
Potential Organizations may submit written questions as to the intent or clarity of this RFP until 5:00 PM MDT on the date indicated in Section II.A (Sequence of Events), above. All written questions must be uploaded to the online procurement portal via the Opportunity Q&A portion.

3. Response to written questions
Written responses to written questions will be posted to the Online Procurement Portal. In addition, any amendments will also be posted in this location with a portal generated "public notice" to alert potential Organizations.

4. Submission of Proposal

ORGANIZATION PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION VIA THE ONLINE PROCUREMENT PORTAL BY 2:00 PM ON JANUARY 9, 2024. THE PROCUREMENT PORTAL WILL LOCK OUT ANY SUBMISSIONS PAST THAT POINT AND TIME. **PROPOSALS SUBMITTED IN ANY OTHER MANNER WILL NOT BE CONSIDERED.**

The Online Procurement Portal will date and time stamp the submissions. Any submissions that are submitted prior to the deadline will remain sealed until after the submission deadline. If an error is detected prior to the deadline, submissions can be withdrawn, corrected, and resubmitted.

It is strongly suggested that your submission is not held up until the deadline. **Technical difficulties by an Organization will not be an acceptable reason for the deadline to be extended.** If an Organization has technical difficulties, the Chief Procurement Officer may be contacted prior to the submission deadline to help with any difficulties.

5. Proposal Evaluation

The evaluation of proposals will be performed by an Evaluation Committee appointed by County management and the Chief Procurement Officer. This process will take place during the time period indicated in the Sequence of Events, above. During this time, the Chief Procurement Officer may at her option initiate discussions with Organizations who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the Organizations.

6. Approval of BOCC

The Eddy County Board of County Commissioners approves all contracts awarded. Notice of Award/Declination will be sent out after this date.

7. Protest Deadline

Any protest by an Organization must be timely, in conformance with, and will be governed by Sections 13-1-172 through 13-1-176 NMSA 1978 and Eddy County Procurement Policy #401-01-3, Section 24. The fifteen (15) day protest period for timely Organizations shall begin on the day following the contract award and will end at close of business 15 days post that date. Protests must be written and must include the name and address of the protestor and the Request for Proposals number. It must also contain a statement of grounds for protest including appropriate supporting exhibits, and it must specify the ruling requested from the Purchasing Agent. The protest must be delivered to the Purchasing Agent at:

Eddy County
Attn: Dorella Fannin, CPO
101 W. Greene
Carlsbad, New Mexico 88220

NOTE: Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

This procurement will be conducted in accordance with the New Mexico Procurement Code (13-1-28 NMSA 1978) and the Eddy County Procurement Policy, R-14-41.

1. Acceptance of Conditions Governing the Procurement
Organizations must indicate their acceptance of the Conditions Governing the Procurement in the letter of transmittal form (see Appendix A). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

2. Incurring Cost
Any cost incurred by the Organization in preparation, transmittal, presentation of any proposal or material, or negotiation associated with its response to this RFP shall be borne solely by the Organization.

3. Prime Organization Responsibility
Any contract that may result from this RFP shall specify that the prime organization is solely responsible for fulfillment of the contract with the County. The County will only make contract payments to the prime organization.

4. Suborganizations
Use of suborganizations must be clearly explained in the proposal and each must be identified by name. The prime organization shall be wholly responsible for contract performance whether or not suborganizations are used. Substitution of suborganizations, after contract award, must receive prior written approval of the County Purchasing Office.

5. Amended Proposals
An Organization may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. County personnel will not merge, collate, or assemble proposal materials.

6. Organizations' Right to Withdraw Proposal
Organizations will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Organization must submit a written withdrawal request signed by the Organization's duly authorized representative addressed to the Chief Procurement Officer. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

7. Proposal Offer Firm
Responses to this RFP, including proposal prices, will be considered firm for ninety (90) days after the due date for receipt of proposals or sixty (60) days after the due date for the receipt of a best and final offer, if one is solicited.

8. Disclosure of Proposal Contents

The proposals will be kept confidential until a contract is awarded by the awarding authority. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material which is proprietary or confidential. The Chief Procurement Officer will not disclose or make public any pages of a proposal on which the Organization has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the remaining portions of the proposal. Confidential data is normally restricted to confidential financial information concerning the Organization's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, 57-3A-I to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Organization has made a written request for confidentiality, the Purchasing Agent shall examine the Organization's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Organization takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continued prohibition on the disclosure of confidential data.

9. No Obligation

This procurement in no manner obligates Eddy County or any of its departments or other subdivisions to the eventual lease, purchase, etc., of any tangible personal property offered or services proposed until a valid written contract is approved by the Chief Procurement Officer and other required approval authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the County determines such action to be in the best interest of the County.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such termination will be affected by sending written notice to the organization. The County's decision as to whether sufficient appropriations and authorizations are available will be accepted by the organization as final.

12. Legal Review

The County requires that all Organizations agree to be bound by the General Requirements contained in this RFP. Any Organization concerns must be promptly brought to the attention of the Chief Procurement Officer.

13. Governing Law
The laws of the State of New Mexico shall govern this procurement and any agreement with Organizations that may result.

14. Basis for Proposal
Only information supplied by the County in writing through the Chief Procurement Officer or in this RFP should be used as the basis for the preparation of Organization proposals.

15. Contract Terms and Conditions
The contract between the County and the organization will follow the format specified by the County. However, the County reserves the right to negotiate with a successful Organization provisions in addition to those contained in this RFP. The contents of this RFP, as revised or supplemented, and the successful Organization's proposal will be incorporated into and become part of the contract.

Should an Organization object to any of the County's terms and conditions that Organization must propose specific alternative language. The County may or may not accept the alternative language, at the County's sole discretion. General references to the Organization's terms and conditions or attempts at complete substitutions are not acceptable to the County and could lead to disqualification of the Organization's proposal.

Organizations must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording in order for the proposed alternate wording to be considered.

16. Organization's Terms and Conditions
Organizations must submit with their proposal a complete set of any additional terms and conditions which they request are included in a contract negotiated with the County. The County may or may not accept the additional language, at the County's sole discretion.

17. Contract Deviations
Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the County and the selected Organization and shall not be deemed an opportunity to amend the Organization's proposal.

18. Organization Qualifications
The Evaluation Committee may make such investigations as necessary to determine the ability of the Organization to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Organization who is not a responsible Organization or fails to submit a responsive offer as defined in Sections 13-1-83 and 13-1-85
NMSA 1978.

19. Right to Waive Minor Irregularities
The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Organization Representatives
The County reserves the right to require a change in organization representatives if the assigned representatives are not, in the opinion of the County, meeting its needs adequately.

21. Notice
The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. The State of New Mexico criminal statutes also impose felony penalties for bribes, gratuities and kick-backs.

22. County Rights
The County reserves the right to accept all or a portion of an Organization's proposal.

23. Right to Publish
Through the duration of this procurement process and contract term, potential Organizations and organizations must secure from the County written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Organization's proposal or termination of the contract.

24. Ownership of Proposals
All documents submitted in response to the RFP shall become the property of the County. However, any technical or user documentation submitted with the proposals of non-selected Organizations may be returned after the expiration of the protest period, by request, at the expense of the Organization.

25. Ambiguity, Inconsistency or Errors in RFP
Organizations shall promptly notify the Chief Procurement Officer, in writing, of any ambiguity, inconsistency or error, which they discover upon examination of the RFP.

26. Confidentiality
Any confidential information provided to, or developed by, the organization in the performance of any agreement resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the organization without the prior written approval of the County of Eddy.

27. Electronic mail address required
A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Organization must have a valid e-mail address to receive this correspondence.

28. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. If accepted by such means, the Organization acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Organization's possession and the version maintained by the County, the version maintained by the County shall govern.

29. Sub consultants

The Organization shall list and state the qualifications for each sub consultant the Organization proposes to use for all subcontracted work.

The Organization is specifically advised that any person or other party, to whom it is proposed to award a subcontract under this proposal, must be acceptable to the Contracting Agency after verification by the Contracting Agency of the current eligibility status, including but not limited to suspension or debarment by the Contracting Agency.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Organizations may submit only one (1) response to this RFP. The Proposal must be submitted via the online procurement portal. THE PROCUREMENT PORTAL WILL LOCK OUT ANY SUBMISSIONS PAST THE SUBMISSION DATE AND TIME. **PROPOSALS SUBMITTED IN ANY OTHER MANNER WILL NOT BE CONSIDERED.**

The Online Procurement Portal will date and time stamp the submissions. Any submissions that are submitted prior to the deadline will remain sealed until after the submission deadline. If an error is detected prior to the deadline, submissions can be withdrawn, corrected, and resubmitted.

It is strongly suggested that your submission is not held up until the deadline. Technical difficulties by an Organization will not be an acceptable reason for the deadline to be extended. If an Organization has technical difficulties, the Chief Procurement Officer may be contacted prior to the submission deadline to help with any difficulties.

B. PROPOSAL FORMAT

Each proposal should be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated with a section for each item listed below. A PDF format is preferable with the sections bookmarked. Non-Bookmarked documents will not be grounds for disqualification.

Organizations shall not exceed 25 pages, including title, index, etc., not including front and back covers.

a. Letter of Transmittal Form
b. Proposal Summary (page 15)
c. Response to Qualifications-Based Specifications
d. Campaign Contribution Disclosure Form

Within each section of their proposal, Organizations should address the items in the order in which they appear in this RFP. Any forms provided in the RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

A proposal summary may be included by Organizations to provide the Evaluation Committee with an overview of the technical and business features of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Organization's proposal and will be included in the total page count.

IV. SPECIFICATIONS

A. INFORMATION

Eddy County is seeking an appropriate organization(s) to provide resources, services, and/or education to the public battling opioids.

B. PREFERENCES

Resident Veteran Business Preference

Effective July 1, 2012, certain preferences are available to Resident Veteran Businesses. In order for a Bidder to receive preference as a resident veteran business, that Bidder must submit a copy of their resident veteran business preference certificate with their bid. The preference certificate must have been issued by the New Mexico Taxation and Revenue Department. Providing only a preference number or a copy of the application is not acceptable. For more information and application forms, go to:

http://www.tax.newmexico.gov/Businesses/Pages/In-StatePreferenceCertification.aspx

Response to Requirements

Each mandatory requirement in sections IV.C.1 through IV.C.9 requires an Organization
Response, as indicated. Failure to respond to, or properly comply with, a mandatory requirement may result in the disqualification of the Organization's proposal.

C. MANDATORY REQUIREMENTS

1. Letter of Transmittal Form (Pass/Fail Only)

Organization must complete and submit the "Letter of Transmittal Form", found at Appendix A, with their proposal. The form must be signed and dated by an individual authorized to contractually bind the firm.

2. Standards Compliance (Pass/Fail Only)

Organization must agree to comply with current and future standards established by Eddy County and any standards put forth by funding sources at the Local, State, and Federal Levels. **A statement of concurrence is required.**

3. Proposal Summary (30 Points)

Offer must respond to the Scope of Work in paragraph form explaining their ability and plan to provide those services for Eddy County and surrounding communities.

1. Project Narrative
2. Workplan
3. Budget and Budget Narrative

4. Experience in the Field/Familiarity with Eddy County (30 Points)

Organization must explain their experience in the field and their familiarity with Eddy County and surrounding communities in paragraph form.

5. Timely Responsiveness within working Vicinity (15 Points)
Organization should indicate the volume of work they currently have underway with the Contracting Agency that is less than 75 percent complete. The purpose of these criteria is to help distribute projects among qualified firms. An example of how points can be assigned is provided below:

None 5
$1 to $ 25,000 4
25,001 to 50,000 3
50,001 to 75,000 2
75,001 to 100,000 1
100,001 or more 0

6. Past Record of Performance (10 Points)
Organization must detail their performance history (including dates) over the past five (5) years. At a minimum, this must include (A) control of costs, (B) quality of work, (C) ability to meet project.

7. Insurance (Pass/Fail Only)
Organization must agree to provide standard professional liability insurance.

8. Capacity and capability (15 Points)
Capacity and capability of the business, including any consultants, representative's qualifications and locations, to perform the work, including any specialized services, within the time limitations.

9. Campaign Contribution Disclosure Form (Pass/Fail Only)
Organization must complete and sign the Appendix E, Campaign Contribution Disclosure Form – whether any applicable contribution has been made or not. This form must be submitted with your proposal whether an applicable contribution has been made or not. Note that there are two (2) different signature sections within the form. (For purposes of this requirement, the applicable elected public officials within the County of Eddy.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with the point value assigned to each or a Pass/Fail evaluation. These, along with the general requirements, will be used in the evaluation of individual Organization proposals.

REF.	REQUIREMENT	POINTS AVAIL.
IV.C.1	Letter of Transmittal Form	0*
IV.C.2	Standards Compliance	0*
IV.C.3	Project Summary	30
IV.C.4	Experience in the Field/Familiarity with Eddy County	30
IV.C.5	Timely Responsiveness within working vicinity	15
IV.C.6	Performance History	10
IV.C.7	Insurance	0*
IV.C.8	Capacity and Capability	15
IV.C.10	Campaign Contribution Disclosure Form	0*
TOTAL		100

B. Evaluation Factors

Points will be awarded based on the evaluation factors above. ** **Pursuant of the Procurement Code Section 13-1-120 Competitive sealed qualifications-based proposal; Price will be negotiated after selection of top qualified proposals.**

EVALUATION PROCESS – Please consult Eddy County's Purchasing Policy for more on the Evaluation Process Summary and for additional descriptions or additions to the following:

RECEIPT, OPENING AND RECORDING

A. Proposals received on time will be unsealed after the submission deadline and released to the evaluators via the Online Procurement Portal.

B. The names of all businesses submitting proposals and the names of all businesses, if any, Selected for interview shall be public information after the award has been received by Commission. After an award has been made, final ranking and evaluation scores for all proposals shall become public information. (§13-1-120 NMSA 1978). The contents of any proposal shall not be disclosed so as to be available to competing Organizations during the negotiation process (§13-1-116 NMSA 1978).

1. Initial Review

All Organization proposals will be reviewed for compliance with the mandatory requirements stated within the RFP. Proposals deemed non-responsive to any mandatory requirement will be eliminated from further consideration. Proposals shall be evaluated on the basis of demonstrated competence and qualification for the type of service required and shall be based on the evaluation factors set forth in this qualifications-based RFP. For the purpose of conducting discussions, proposals may initially be classified as Acceptable, Potentially Acceptable, that is reasonably

assured of being made acceptable, or Unacceptable (Organizations whose proposals are unacceptable shall be notified promptly).

2. Clarifications
The Chief Procurement Officer may contact the Organization for clarification of the response.

3. Other Information Sources
The Evaluation Committee may use other sources of information to perform the evaluation.

5. Scoring and Contract Award Recommendation
Responsive proposals will be evaluated and assigned a point value based on the factors in Section V. Finalist Organizations who are asked and choose to submit revised proposals for the purpose of obtaining best and final offers will have their points recalculated accordingly. The responsible Organization whose proposal is most advantageous to the County, taking into consideration the evaluation factors in Section V, will be recommended for contract award to the Purchasing Agent, and any other required approving authorities, as specified above. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

Appendix A

LETTER OF TRANSMITTAL FORM

Items #1 to 4 **MUST** EACH BE RESPONDED TO. Failure to respond to all four items **WILL** RESULT IN THE DISQUALIFICATION OF THE PROPOSAL

1. Identity (Name) and Mailing Address of the submitting organization:

_____

_____

_____

2: For the person authorized by the organization to contractually obligate the organization:

Name	
Title	

3. For the person authorized to negotiate the contract on behalf of the organization:

Name	
Title	
E-Mail Address	
Telephone Number	

4. For the person to be contacted for clarifications:

Name	
Title	
E-Mail Address	
Telephone Number	

- On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II, Paragraph C.1.

- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.

- I acknowledge receipt of any and all amendments to this RFP.

_____ _____, 2022

Authorized Signature and Date (**Must be signed** by the person identified in **item #2**, above.)

Appendix B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq., NMSA 1978 and NMSA 1978, § 13-1-191.1 (2006), as amended by Laws of 2007, Chapter 234, any prospective organization seeking to enter into a contract with any state agency or local public body **on-call Landscaping new construction, installation, maintenance and grounds keeping services to ALL Eddy County facilities and properties** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective organization must disclose whether they, a family member or a representative of the prospective organization has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the organization submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the organization signs the contract, if the aggregate total of contributions given by the prospective organization, a family member or a representative of the prospective organization to the public official exceeds two hundred and fifty dollars ($250) over the two year period.

Furthermore, the state agency or local public body may cancel a solicitation or proposed award for a proposed contract pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 of the Procurement Code if: 1) a prospective organization, a family member of the prospective organization, or a representative of the prospective organization gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective organization fails to submit a fully completed disclosure statement pursuant to the law.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective organization.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE ORGANIZATION WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"**Applicable public official**" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective organization is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"**Campaign Contribution**" means a gift, subscription, loan, advance or deposit of money Or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Contract" means any Agreement for the procurement of items of tangible personal property services, professional services or construction.

"**Family member**" means spouse, father, mother, child, father-in-law, mother-in-law, Daughter-in-law or son-in-law of (a) a prospective organization, if the prospective organization is a natural person; or (b) an owner of a prospective organization.

"**Pendency of the procurement process**" means the time period commencing with the Public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"**Prospective organization**" means a person or business that is subject to the competitive Sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or a small purchase contract.

"**Representative of a prospective organization**" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective organization.

Name(s) of Applicable Public Official(s) if any: _____

Commissioners: Fred Beard, Ernie Carlson, Sarah Cordova, Jonathan A. Henry, & Steven McCutcheon

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE ORGANIZATION:

Contribution Made By: _____

Relation to Prospective Organization: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

_____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

_____

Purpose of Contribution(s) _____

_____

(Attach extra pages if necessary)

_____ _____

Signature Date

_____

Title
(position)

--

OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS ($250) WERE MADE to an applicable public official by me, a family member or representative.

_____ _____

Signature Date

_____

Title (Position)

Appendix C

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one, of the declarations stated below and then submit as part of the proposal.

No Exceptions Taken.

The undersigned declares that the Proposal submitted by _____ (Name of firm) will provide services as specified in strict compliance with the instructions, conditions and terms listed in this RFP, **with no exceptions taken**.

_____ _____

Signature Date

_____

Printed Name and Title

----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- -----

Exceptions Taken. By signing below, the Organization acknowledges that the Proposal submitted by

(Name of Firm) _____ has been prepared in consideration of and with exception to one or more of the requirements or terms specified in this RFP. By signing below, the Organization declares their **proposal includes a statement that identifies each item to which the Organization is taking exception** or is recommending change to, including any suggested rewording of the contractual obligations or suggested change, and identifies the reasons for submitting the proposed exception or change. Eddy County reserves the right to reject any declarations of exception that are not accompanied by the required documentation or to accept or reject any proposal based on any exception taken.

_____ _____

Signature Date

_____

Printed Name and Title

[Attach separate sheet(s) detailing exceptions]

Appendix D

Organization/organization represents and warrants the following:

1. No Current or Prior Conflict of Interest. The Organization/organization has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations as specified and set forth in this RFP or any contract entered into pursuant to award under this RFP.

2. Notice of Potential Conflict. If any such actual or potential conflict of interest arises, organization shall immediately inform Eddy County in writing of such conflict.

3. Termination for Material Conflict. If, in the reasonable judgment of Eddy County, such conflict poses a material conflict to and with the performance of Organization's obligations, then the County may terminate the contract immediately upon written notice to Organization; such termination of contract shall be effective upon the receipt of such notice by Organization.

4. If the Organization is a former employee of Eddy County, state the date of separation/retirement here: _____ (write N/A if not applicable).

5. If the Organization is a current employee of Eddy County, or the family member (spouse, parent, child, sibling by consanguinity or affinity) of a current employee with the Eddy County, state employee name and position held here: _____ (write N/A if not applicable).

_____ _____

Signature Date

_____

Printed Name and Title

Appendix E

During the performance of this contract, the organization, for itself, its assignees and successors in interest (hereinafter referred to as the "organization") agrees as follows:

1. **Compliance with Regulations**: The organization (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The organization, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of suborganizations, including procurements of materials and leases of equipment. The organization will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding or negotiation made by the organization for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential suborganization or supplier will be notified by the organization of the organization's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The organization will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a organization is in the exclusive possession of another who fails or refuses to furnish this information, the organization shall so certify to Eddy County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the organization's non-compliance with the nondiscrimination provisions of this contract, Eddy County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the organization under the contract until the organization complies; and/or
   b. Cancelling, terminating or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The organization will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The organization shall take such action with respect to any subcontract or procurement as Eddy County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the organization becomes involved in, or is threatened with litigation by a suborganization, or supplier because of such direction, the organization may request Eddy County to enter into any litigation to protect the interests of Eddy County. In addition, the organization may request the United States to enter into the litigation to protect the interests of the United States.

Appendix F

During the performance of this contract, the organization, for itself, its assignees, and successors in interest, (hereinafter referred to as the "organization") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et.* seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaces or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (29 U.S.C. § 324 *et* seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et* seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et* seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and organizations, whether such programs or activities are Federally funded or not);
- Titles II and Ill of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 et seq.)

COUNTY OF EDDY

AGREEMENT NO. A-24-48

AGREEMENT FOR THE PROVISION OF OPIOID ABATEMENT/TREATMENT SERVICES BY CARLSBAD LIFEHOUSE, LLC, FOR THE BENEFIT OF THE CITIZENS OF THE CITY OF CARLSBAD, CITY OF ARTESIA AND EDDY COUNTY

THIS AGREEMENT FOR THE PROVISION OF OPIOID ABATEMENT/TREATMENT SERVICES (hereinafter referred to as "the Agreement") is entered into by and between **EDDY COUNTY, NEW MEXICO**, a New Mexico County and political subdivision (hereinafter referred to as the "COUNTY") with the advice, participation, consideration, and consent of the City of Carlsbad and City of Artesia, and **CARLSBAD LIFEHOUSE LLC** (hereinafter referred to as "Lifehouse"), effective as of the date of the last signatory hereto, with the services to commence on July 1, 2024 and ending on June 30, 2025, as set forth hereafter.

WHEREAS, County, the City of Carlsbad, and City of Artesia, were involved in litigation with numerous defendants for the manufacture, distribution and prescribing of Opioids to citizens of each of such entities, which has resulted in the receipt of settlement funding from numerous of such defendants; and

WHEREAS, each of the foregoing entities agreed to pool all Opioid Settlement Funds received from the various settlements reached with the settling entities and work together to procure services from providers that could provide, among other services, Opioid treatment, abatement and/or educational services which comport with the restrictions placed on the use of such settlement funds, with County, further, to act as Fiscal Agent for the County's, the City of Carlsbad's, and City of Artesia's pooled funds; and

WHEREAS, Lifehouse, was one of the entities responding to RFP 23-07, which was considered and approved on April 2, 2024 by the County Commission, after due discussion, consent and approval of both the City of Carlsbad and City of Artesia; and

WHEREAS, Lifehouse is a nonprofit organization that focuses on, and has been active in, Eddy County serving all citizens the City of Carlsbad, City of Artesia and the other citizens of Eddy County, successfully utilizing a holistic approach in treating substance abuse, and in particular Opioid abuse; and

WHEREAS, County (as used in this Agreement, which includes its pooled participating entities, the City of Carlsbad and the City of Artesia) wishes to engage the services of Lifehouse for the provision of Opioid Crisis Services to all cities and County residents and to assist County in utilizing the pooled Opioid settlement funding to carry out and provide services as set out hereafter for the consideration as set forth in Exhibit "A", which services are authorized pursuant to the terms of the Opioid Settlement Agreements reached by the City of Carlsbad, City of Artesia and County; and

WHEREAS, Lifehouse has the legal authority to enter into this Agreement, and Lifehouse's governing body/Board of Directors will duly adopt a resolution authorizing Lifehouse to enter this Agreement with the County; and

WHEREAS, Lifehouse's execution of this Agreement indicates its willingness to comply with all the requirements of the terms of this Agreement; and

WHEREAS, Lifehouse will be the entity responsible for compliance with this Agreement and shall undertake and be responsible for all aspects of planning, designing, operation, and undertaking the project described herein; and

WHEREAS, the project described herein is consistent with the terms, conditions, and restrictions as are contained in the various Opioid Settlement Agreements as concerns services and expenditures authorized to be made from those settlement proceeds which have been received; and

WHEREAS, Lifehouse stipulates and agrees it has reviewed the terms, conditions and restrictions referred to above and agrees to comply with such terms, conditions and restrictions.

NOW, THEREFORE, it is agreed between the parties hereto, as follows:

ARTICLE 1
SCOPE OF WORK

SECTION 1. SCOPE OF WORK BY LIFEHOUSE

A. Scope of Work; Consideration for Services to be Provided.

1. Term and Amount of Consideration. The term of this Agreement shall commence on July 1, 2024 and end on June 30, 2025. The **TOTAL** amount to be paid to Lifehouse for its services shall not exceed the amounts set forth in the attached Exhibit A. Lifehouse shall provide proper invoices monthly for services provided within the Scope of Work to be eligible for payment under this Agreement as more fully discussed herein. The "Scope of Work" to be undertaken and completed by Lifehouse is described in the attached Exhibit "A".

B. Use of Funds.

1. General Rule. Activities to be provided as set forth in Exhibit A shall be, and are, all in response to the treatment of those impacted by the Opioid Crisis and its devastating impact on so many individuals and families throughout Eddy County. This crisis also has impacted millions more in the State of New Mexico and the entire United States.

2. Use of Opioid Settlement Funds; Incorporation of RFP 2023-07 and Lifehouse's Response to Same. No portion of the funds being used for the funding of this Agreement and services to be rendered by Lifehouse will be utilized for any services, products or conditions that are not authorized by the terms of the Settlement Agreements reached by County, the City of Carlsbad, or the City of Artesia, which restrictions have been reviewed by Lifehouse. In addition, by the execution hereof, ALL TERMS AND CONDITIONS contained in Eddy County's RFP 23-07 and Lifehouse's proposal submitted in response thereto are incorporated herein by reference as though fully set forth and are made terms and conditions of this Agreement.

3. Lifehouse's Certification. Lifehouse certifies that the activities, services and program to be carried out under this Agreement as set forth in Exhibit A Scope of Work will be undertaken and completed to the satisfaction of County.

C. Performance Monitoring.

1. The County will monitor the performance of Lifehouse, measuring its performance against the requirements of the Exhibit A Scope of Work and the Opioid Settlement Agreement's applicable requirements, conditions and limitations on expenditures to be made from Settlement Funds from the State and Federal Opioid Settlements reached by the County, City of Carlsbad, and City of Artesia. A copy of those requirements, conditions and limitations have been provided to Lifehouse by County.

2. Substandard performance as determined by the County will constitute noncompliance with this Agreement; included within such determinations will be Lifehouse's compliance with those requirements, conditions and limitations contained in the Settlement Agreements above-referenced. If action to correct such substandard performance is not taken Lifehouse within fifteen (15) days after being notified by the County or any State or Federal Agency concerning same, County may impose additional conditions on the Lifehouse and its utilization of said Opioid Funds and may suspend or terminate this Agreement, or initiate other remedies for noncompliance as appropriate and permitted.

SECTION 2. PROJECT DESCRIPTION

Type of Project/Purpose: Lifehouse shall provide a program of continuum care as set forth in Exhibit "A" and in its response to Eddy County RFP23-07 as referenced in this Agreement, focusing on the individual mental health and related service and care needs of every client. Lifehouse shall provide in-person services or through HIPPA-approved virtual appointments, with bilingual/Spanish clinicians available.

Project Location: Lifehouse's location(s) in Carlsbad, New Mexico.

Amount Funded: Totals per year for completed requirements as provided in Exhibit A.

SECTION 3. EFFECTIVE DATE; TERM OF AGREEMENT

A. This Agreement shall become effective when fully executed by the parties hereto and with the commencement of services to commence on July 1, 2024 and remain in full force and effect until the funds for the obligations are expended for the projects described herein, but in no event later than June 30, 2025.

B. Should additional time for auditing this project be required, in accordance with Law; this Agreement shall be deemed extended until such time as the said audit shall be completed. The provisions herein shall be extended to cover any additional time period during which Lifehouse services are being audited, subject to the maximum amount set forth in in Exhibit A not being exceeded.

SECTION 4. REPORTING

Lifehouse agrees to comply with all reporting requirements and submit reports for the project. Lifehouse shall submit such documentation as required by the County to meet County's obligations and also any obligations County and Lifehouse may have as concerns the authorized uses of the Opioid Settlement Funds from Federal and State conditions, requirements, and limitations covering same.

Applicable required documents may include, but are not limited to the following:

A. Report on the projects funded and project fund expenditures, with all such expenditures to be as provided within the conditions, requirements and limitations on expenditures prescribed pursuant the Federal and State Opioid Settlement Agreements reached with, by and on behalf of Eddy County, the City of Carlsbad, and City of Artesia. The total expenditures shall not exceed Six hundred fifty-three thousand, five hundred and no/100 Dollars ($653,500.00) for the term of this Agreement ending on June 30, 2025.

B. Lifehouse acknowledges that the County may be responsible for reporting to both Federal and State oversight groups on the use of the Opioid Settlement Funds for the duration of this Agreement, and Lifehouse will fully cooperate in all respects with the requests of County for information, reports and documentation from Lifehouse to assist County in its reporting responsibilities.

ARTICLE 2
FINANCIAL MANAGEMENT

SECTION 1. PAYMENTS AND BUDGET

A. General Statement.

1. Compensation. The County shall compensate Lifehouse's allowable costs on a monthly basis for the project(s) described herein, upon presentation of properly executed documentation as may be required by the County. Lifehouse shall present in support of its request for payment, copies of receipts and evidence of payment for each and every expenditure for which compensation is claimed.

2. Full and Complete Payment. Payments received by Lifehouse upon completion of all or a portion of a project shall constitute full and complete payment by the County for that portion, or all, of the project under this Agreement. Allowable costs include all costs identified and authorized under the Federal and State Opioid Settlement Agreements conditions, requirements and limitations that are reviewed and approved by the County.

B. Payments.

Compensation Requests. Monthly invoices, together with Lifehouse's required reports outlining all services and costs expended as authorized and in accordance with this Agreement and by Law, shall be submitted to County by mail or email to:

Eddy County Finance Director
101 W. Greene Street
Carlsbad, New Mexico 88220
bshields@co.eddy.nm.us

Payments shall be made upon receipt of the completed requests with the attendant required reports which shall be reviewed and approved by the Finance Director.

Compensation Payments. Compensation payments shall be made to:

Carlsbad LifeHouse Inc.
PO Box 3141
Carlsbad, New Mexico 88221

C. Closeout.

1. Closeout Requirements. Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions **may** apply:

i. Lifehouse shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the County or its designee; and

ii. Closeout of funds will not occur unless all requirements of County and any State or Federal agency inquiring into any aspect of this agreement and/or any expenditure pursuant thereto have been resolved to the satisfaction of the same.

2. Completion of Closeout. Lifehouse's obligations to the County shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Lifehouse has control over any Opioid Settlement funds.

ARTICLE 3
GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Eddy County
Attn.: Eddy County Finance Director
101 W. Greene St.
Carlsbad, NM 88220

Carlsbad LifeHouse, Inc.
Attn.: Carlsbad LifeHouse Inc.
PO BOX 3141
Carlsbad, NM 88221

SECTION 2. GENERAL CONDITIONS

A. General Compliance. Lifehouse shall comply with all applicable State and Federal laws, regulations, and requirements imposed in the Opioid Settlement Agreements from whence the funding for this Agreement came, as well as all provisions of this Agreement.

B. Independent Contractor. Nothing contained in this Agreement is intended or shall be construed in any manner to create or establish the relationship of employer/employee between the County and Lifehouse. Lifehouse shall at all times remain an ''independent contractor" with respect to the services to be performed under this Agreement.

C. Amendment and Suspension or Termination. The County or Lifehouse may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are approved by the County's governing body, and are signed in writing by a duly authorized representative of the County and the Lifeouse. Such amendments shall not invalidate this agreement, nor relieve or release the County or Lifehouse from its obligations under this Agreement.

D. Remedies.

County may pursue such remedies as are available to it, including but not limited to suspension or termination of this Agreement, if the Subrecipient materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to, the following:

1. Failure to comply with any of the rules, regulations, and conditions, requirements and limitations imposed pursuant to the State and Federal Opioid Settlement Agreements which the County, City of Carlsbad, and City of Artesia were a party.

2. Failure, for any reason, of Lifehouse to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement;

4. Submission by Lifehouse to County reports that are incorrect or incomplete in any material respect; or

5. Failure to take satisfactory corrective action as directed by the County.

SECTION 3. ADMINISTRATIVE REQUIREMENTS

In general, this Agreement is subject to the following requirements:

A. Documentation and Record Keeping.

1. Records to be Maintained. Recipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Lifehouse agrees to provide or make available such records to County upon request, and to any authorized oversight body as concerns Opioid Settlement Fund expenditures.

2. Disclosure. Recipient understands that its client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Lifehouse's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

SECTION 4. SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 5. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 6. WAIVER

The Grantee's failure to act with respect to a breach by Lifehouse does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 7. SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 8. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between County and Lifehouse for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the County and Lifehouse with respect to this Agreement.

SECTION 9. NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third party any remedy, claim, cause or action or other right.

SECTION 10. GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of New Mexico. In the event of any dispute over the Agreement's terms and conditions, the exclusive venue and jurisdiction for any litigation arising thereunder shall be in the 5th Judicial District Court of Eddy County, New Mexico, and, if necessary for exclusive federal questions, the United States District Court for the District of New Mexico.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

Eddy County Board of County Commissioners

By: _____

James "Bo" Bowen, County Commission Chairman

_____

Date

Carlsbad Lifehouse, Inc.

Name:

Title:

Date:

Exhibit A

Year 1

Overdose Response Program 238,500

Lifehouse will employe a team of Community Support Workers, Certified Peer Support Specialists, and/or Community Health to support anyone who is referred by first responders of opioid overdoses. This team would provide ongoing support and services that address therapeutic needs and other life challenges hindering their sobriety and success. This team would also provide Naloxone and training on how to avoid future overdoses. Reimbursable expenses to include payroll expenses for employees working on and supplies directly supporting this program. Quarterly reporting for this program will include number of referrals received by the Overdose Response Program.

Diversion Program 250,000

A diversion program would allow individuals in these situations to enter directly into Lifehouse Detox or other treatment programs at the discretion of the law enforcement officer. Lifehouse is to remodel a section within the facility at 1900 Westridge to receive individuals effectively and safely in these situations. This would include an exam room area, an office, and a restroom. Reimbursable expenses can include construction material and labor costs for remodel. Quarterly reporting for this program will include progress report regarding completion of remodel work.

Education 115,000

To coordinate and deliver community education efforts, Lifehouse proposes hiring a full-time Community Health Worker (CHW) and expenses related to producing promotional and training materials. Quarterly reporting for this program will include the number of people completing training and materials distributed.

Training 50,000

Continual training is critical for keeping up with the evolving opioid crisis and ensuring that staff are competent in best practices and cutting-edge treatment. All Lifehouse programs and staff need continuous training. Reimbursable expenses to include payroll expenses for training period, costs of any training classes, and any travel necessary to complete training classes. Quarterly reporting for this program will include the number of people attending training.

Total 653,500

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending approval of a purchase order to Simpson Norton Corporation in the amount of $193,082.60 for the purchase of two (2) Toro Groundsmaster 4000-D (T4) mowers and associated accessories, utilizing OMNIA Cooperative Contract #2023261. (Burress)

BACKGROUND:
Initiated by: Jim Burress

The City of Roswell seeks to purchase two (2) Toro Groundsmaster 4000-D (T4) mowers with accessories to maintain turf and large landscaped areas. This equipment will replace aged units that have exceeded their service life and require frequent maintenance.
The proposed purchase includes mower units, caster wheel assemblies, sunshades, and seat covers, providing enhanced operator comfort and productivity. Procurement is being made through OMNIA Cooperative Contract #2023261

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expense: 11014231-817505 (Capital Outlay -- Equipment)
Current/Original Budget: $193,082.60
Remaining Budget: $193,082.60
Requested Amount: $193,082.60

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee voted 5-0 and recommended advancement to finance. We are requesting this item to be placed on consent at the next full council.

STAFF RECOMMENDATION:
Consider recommending approval of a purchase order to Simpson Norton Corporation in the amount of $193,082.60 for the purchase of two (2) Toro Groundsmaster 4000-D (T4) mowers and associated accessories, utilizing OMNIA Cooperative Contract #2023261

Attachments
Mower Quote
TORO MASTER AGREEMENT

Quotation

Simpson Norton Corporation
4144 S Bullard Ave
Goodyear, AZ 85338
(623) 932-5116

Prepared For:
City of Roswell
Jim Burress
j.burress@roswell-nm.gov
(575) 624-6720

Prepared By:
Kenny Blake
Sales
505-269-4938
kenny.blake@simpsonnorton.com

Quote ID	**Q188229**
Quote Date	**10/29/2025**
Quote Expire Date	**10/31/2025**
Contract	**OMNIA # 2023261**
payment terms	**Net 30 days**
Delivery	12 Months

I am pleased to submit a quotation on the following equipment for your consideration.

Quantity	Model #	Product Name	Unit MSRP	Ext MSRP	Unit Award Price	Extended Award Price
2	**30609**	**Groundsmaster 4000-D (T4)**	**$114,121.00**	**$228,242.00**	**$89,014.38**	**$178,028.76**
16	93-5974	8 Inch Foam Filled Caster Wheel Assembly	$248.36	$3,973.76	$193.72	$3,099.53
2	30671	Universal Sunshade, Red	$1,074.00	$2,148.00	$837.72	$1,675.44
2	131-6691	Seat Cover Large Grey	$69.40	$138.80	$54.13	$108.26

OMNIA Buyers Contract # 2023261

Totals	
Equipment Total	**$182,912.00**
Setup & Delivery	**$1,025.00**
Surcharge	**$9,145.60**
Subtotal	**$193,082.60**
Tax Exempt	**Exempt**
Totals	**$193,082.60**

Tax not included in price or payment

Purchasing Contract: Check or Wire Transfer Payments Accepted. **Simpson Norton Corporation does not accept Credit Card Payments for Equipment purchases.**
We strive to offer competitive pricing on all our turf maintenance equipment, parts, and irrigation products. However, due to changing tariff regulations affecting the cost of materials and production, a surcharge may be necessary. If applicable, you will see any tariff-related adjustments in your final invoice. We appreciate your understanding and continued support."

City of Mesa, AZ

Contract 2023261

for

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

with

The Toro Company

Effective: April 1, 2024

The following documents comprise the executed contract between the City of Mesa, AZ and The Toro Company, effective April 1, 2024:

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

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2023261
GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – PRCF
Attn: Tyler Dees
Parks Maintenance Supervisor
P.O. Box 1466
Mesa, AZ 85211-1466
Tyler.Dees@MesaAZ.gov

AND

THE TORO COMPANY, ("Contractor")

Mailing Address	8111 Lyndale Ave South
	Bloomington, MN 55420
Remit to Address	
Attention	Jon Stodola Government Sales Manager
E-Mail	Jon.Stodola@Toro.com
Phone	(952) 887-7937
Fax	

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 3rd day of October 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and **The Toro Company**, a(n) Delaware corporation ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2023261** ("Solicitation") for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment**, to which Contractor provided a response ("Response"); and

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

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

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **April 1, 2024,** and ending on **March 31, 2029**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

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

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

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

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

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

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

5. **Payment.**

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

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

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

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

    City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for its dealers, who do not participate in any offerings not subject to this Agreement.

    Supplier agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services subject to the terms of this Agreement.

    5.3 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

        a. Contractor name, address, and contact information;
        b. City billing information;
        c. City contract number as listed on the first page of the Agreement;
        d. Invoice number and date;
        e. Payment terms;
        f. Date of service or delivery;

g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.4 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee, excluding those charged by third parties. Otherwise, payment will be through a traditional method of a check.

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

6. **Insurance**.

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

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

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

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

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

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

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

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

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

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

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

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

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

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

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

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

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

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

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

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

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

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

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions

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

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

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

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

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

CITY OF MESA, ARIZONA

By: _____

Edward Quedens
Printed Name

Business Services Director
Title

10/7/2023
Date

THE TORO COMPANY

By: Edric C. Funk

Edric Funk
Printed Name

Group Vice President
Title

10/04/2023
Date

REVIEWED BY:

By: _____
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

EXHIBIT A
SCOPE OF WORK

1. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in the OMNIA Partners Documents (Exhibit D), has partnered with the OMNIA Partners to make this contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Exhibit D, or as otherwise agreed to. Exhibit D contains additional information on Omnia Partners and the cooperative purchasing agreement.

2. **GENERAL REQUIREMENTS:**

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

      1. Be an authorized distributor or manufacturer.
      2. Have a strong national presence in the grounds maintenance equipment industry.
      3. Have a distribution model capable of delivering products nationwide.
      4. Have a demonstrated sales presence.
      5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
      6. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

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

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

   D. **MAINTENANCE FACILITIES:** The equipment specified in this agreement is dependent upon the availability of prompt professional service. Contractor, or it's dealers and/or distributors, is/are required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

   E. **VENDOR PARTS AND SERVICE:** The Contractor, or it's dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall , encourage it's dealers and/or distributors, to use their best efforts to provide parts within twenty-four (24) hours and to use their best efforts to be on site to respond to service requests within twenty-four (24) hours.

   F. **CATALOGS:** Within ten (10) days after contract award and after request from City staff,

Contractor must submit complete price lists and catalogs of their product line in digital form or through a web link. Upon request from a using agency, Contractor shall provide, at no cost, these catalogs and price lists.

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

3. **PRODUCT REQUIREMENTS:**

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

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

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

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

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

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

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

C. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. Contractor should use reasonable efforts to deliver replacement products to the City within seven (7) days of initial notification.

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

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

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

During the term of this Contract, should there be modifications in federal and/or state laws and regulations regarding safety standards or other specifications and marketing procedures for the contracted item(s), the City of Mesa reserves the right to amend the Contract to provide for

the delivery of items which conform to such changes. As a result, the City will negotiate any necessary price changes with the Contractor. Should negotiations fail the City may cancel the Contract for the affected items.

4. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include but are not limited to the following.

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

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

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

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

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

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

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

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

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

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

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

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

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

      Toro Commercial products are manufactured in Tomah, Wisconsin and aggregated at our distribution center, also located in Tomah, for shipment to distribution. All of our distributors keep an inventory of products in local stock and can expect new shipments from Tomah within 6 - 30 days, typically. The distributors then conduct any set-up and checkout of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to the 'Tab 2_Toro Distribution List' attached for a listing of distributors and contacts.

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

      Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. See 'Tab 2_Toro Distribution List'.

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

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

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

      Typically, equipment is setup and delivered to customer's designated delivery location 2 – 30 business days after receipt of the purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesperson will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (See 'Tab 3_SNC Certificate of Delivery' attached). The customer retains a copy along with a binder including operator and parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesperson.

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

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

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

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

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

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

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

See 'Tab 2_Toro Distribution List' for a complete list of authorized dealers, by category.

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

Toro has been providing reporting to OMNIA Partners on a monthly bases as identified in the OMNIA Partners Administrative Agreement and will continue to comply with the requirements and format requested here within.

We will continue to provide Agency detail at the national and Agency level and provide Member numbers with each order, as available. Below is an example of the format Toro has been using for reporting sales to OMNIA Partners. Should the City of Mesa or OMNIA Partners' requirements change at any point throughout the term of this agreement, we will work with our administrative team to comply with updates or changes.



OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00							FOR OMNIA USE ONLY			
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00										
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

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

      Toro offers a full line of mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, slope mowers, four wheel steer mowers, snow removal attachments, synthetic turf groomers, compact utility loaders, transport and utility vehicles to meet the needs of any golf course, park, sports field and general grounds maintenance facility. See attachment 'Tab 3_SFG Catalog' for a list of commercial equipment dedicated to the public sector.

      *Due to size limitations, we are unable to upload our entire product or parts catalogs.

      - SPORTS FIELDS AND GROUNDS EQUIPMENT

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

      - GOLF COURSE MAINTENANCE EQUIPMENT

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

      - RELATED EQUIPMENT PARTS

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

      - USED EQUIPMENT

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

      - BALANCE OF LINE

        We are also including our Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor Equipment (LCE), Sitework Systems (SWS), Ventrac, and BOSS equipment lines with our proposal.

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

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

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

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

Toro's standard Commercial Products Warranty states that "Your Toro Commercial product will be free from defects in materials or workmanship for two years or 1500 operational hours, whichever occurs first. Lithium-ion products have a 4-year warranty on the battery except for Workman products and they carry a 5-year warranty. Where a warrantable condition exists, we will repair the Product at no cost to you including diagnosis, labor, parts and transportation." Our standard Commercial Parts Warranty states 'your Toro Commercial Part to be free from defects in material or workmanship for ninety days, 1 year for complete engines."

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

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

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

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

See Warranty documents as follows:

The Toro Warranty

Two-Year or 1,500 Hours Limited Warranty

Conditions and Products Covered

The Toro Company warrants your Toro Commercial product ("Product") to be free from defects in materials or workmanship for 2 years or 1,500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.
* Product equipped with an hour meter.

Instructions for Obtaining Warranty Service

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

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

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

Owner Responsibilities

As the product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Repairs for product issues caused by failure to perform required maintenance and adjustments are not covered under this warranty.

Items and Conditions Not Covered

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

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products.
- Product failures which result from failure to perform recommended maintenance and/or adjustments.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts consumed through use that are not defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, flow meters, and check valves.
- Failures caused by outside influence, including, but not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows.

Parts

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

Deep Cycle and Lithium-Ion Battery Warranty

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Note: (Lithium-Ion battery only): Refer to the battery warranty for additional information.

Lifetime Crankshaft Warranty (ProStripe 02657 Model Only)

The Prostripe which is fitted with a genuine Toro Friction Disc and Crank-Safe Blade Brake Clutch (integrated Blade Brake Clutch (BBC) + Friction Disc assembly) as original equipment and used by the original purchaser in accordance with recommended operating and maintenance procedures, are covered by a Lifetime Warranty against engine crankshaft bending. Machines fitted with friction washers, Blade Brake Clutch (BBC) units and other such devices are not covered by the Lifetime Crankshaft Warranty.

Maintenance is at Owner's Expense

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

General Conditions

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

The Toro Company is not liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

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

Note Regarding Emissions Warranty

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

Countries Other than the United States or Canada

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

374-0253 Rev I

Battery Limited Warranty

Battery

The rechargeable lithium-ion battery is warranted to be free from defects in materials and workmanship for a period of years as listed in the table below. Over time, battery consumption reduces the amount of energy capacity (Amp-hours) available per full charge. Energy consumption varies due to operating characteristics, accessories, turf, terrain, adjustments, and temperature.

Product	Warranty Period
Vista Shuttle Vehicle	5 years
Workman Lithium Utility Vehicle	5 years
Greensmaster eTriFlex 3370 Traction Unit	4 years
Greensmaster eFlex 1021/e1021 Greensmower	4 years
Groundsmaster e3200 Traction Unit	3 years or 2,000 hours

374-0335 Rev B

TORO PROTECTION PLUS COMMERCIAL EQUIPMENT PLAN

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

COMPREHENSIVE PROTECTION

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

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to $77 for mobile service or $0.58/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess.

DRIVETRAIN PROTECTION

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

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

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

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to one hour of posted shop labor rate for mobile service or $0.58/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess.

TORO PROTECTION PLUS
P. O. Box 19326 • Lenexa, KS 66285

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

Customer Service: tppsales@toro.com
Claims Inquiries: tppclaims@toro.com

Rev. 12/1/2019

COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

MECHANICAL BREAKDOWN COVERAGE:

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

TERM:

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

LIMIT OF LIABILITY:

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

CUSTOMER RESPONSIBILITIES:

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

IN THE EVENT OF A MECHANICAL BREAKDOWN, CUSTOMER MUST:

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

EXCLUSIONS – COVERAGE SHALL NOT APPLY:

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

TRANSFER PROVISION:

Coverage may be transferred to any new owner until such time as this Plan expires, subject to application approval and payment of $50 fee. Change in ownership of the equipment must be reported to TORO PROTECTION PLUS Administrators within 45 days of change of ownership.

CANCELLATION PROVISION:

This Plan may be cancelled by the Customer upon giving written notice to the Toro Distributor indicating when the cancellation is to be effective. In the event of cancellation, the Distributor will refund the unearned Plan price calculated on a Pro-Rata method reflecting the days in force, less any prior claim payments, or a minimum service charge of $50 (which ever is greater), unless otherwise prohibited by law. The days in force are calculated from the Toro Warranty Start Date indicated on the front of this plan to the effective cancellation date. If the equipment described and this Plan have been financed through a lender and Customer defaults in the repayment obligation to that lender, the Toro reserves the right to either cancel this Plan or transfer the rights under this Plan to that lender.

Rev. 12/1/2019

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

Alternative Fuels

A number of years ago, The Toro Company saw the need to evaluate and approve the use of biodiesel fuels in our products. We conducted an extensive, multi-year test program to approve the use of biodiesel fuels. As a result of the testing, all Toro diesel products are approved for the use of B20 fuels. We made the necessary changes to the machines that allow the use of that mix. We are willing to work with specific customers and allow the use of B100 fuel is special situations. The machines will function well on B100 fuel but some caution must be taken. Cold temperatures can cause the fuel to jell. It is also necessary to change fuel filters on a more regular basis. We would be happy to work with you to use B100 fuel successfully.

Propane is another choice that we offer on a few products. Properly designed propane powered products can be a good choice. We have engineered the products to have the correct engines and fuel systems so that they perform up to customer expectations. Propane requires convenient access to a fuel supply. It is also a less dense fuel that is typically stored in cylindrical tanks. The product range is somewhat less than an equivalent gasoline powered machine. Propane powered machines also tend to struggle a bit in cold temperatures because it is necessary for the fuel to vaporize. If the customer has a readily available supply of fuel and the site and use practice allow, propane can be a lower cost and lower carbon impact choice.

With the full implementation of the Tier 4 final EPA emission requirements, all of our products are in full compliance with the applicable rules. These products work very well and have lower emissions and somewhat improved fuel economy.

Fuel Efficiency

One of the ways to reduce the impact of the product is to improve the fuel efficiency, essentially increase the “mileage” of the product. We have done some extensive studies on how fuel is used and have identified some improvements that we have implemented. We have implemented a technology that we call SmartCool™. It more actively decides when it is necessary to run the cooling system on the machine. This reduces fuel consumption in two ways. One, it does not waste energy to run the fan when it is not required. Secondly, it allows the machines systems to run at optimum temperature again assuring fuel is not wasted.

We have also implemented a technology that we call SmartPower™. In order to make sure that a product meets customer expectation, it is necessary to make sure that the machine has more power than needed in all conditions. As a result of extensive studies of machine usage, we found that the peak power demand were very short duration and were only in special situations. These peaks caused us to put a larger than necessary engine on the machine resulting more fuel consumption. SmartPower™ actively manages the power demand by monitoring the inputs from the operator and clipping the demands by not allowing the machine to exceed it capabilities. This allows us to utilize a smaller, more fuel efficient engine. Machine performance on machines with SmartPower™ is equivalent to machines that do not have the technology with lower fuel consumption. This feature allows an inexperienced operator to be more productive than a seasoned veteran.

The GM5900/5910 delivers improved horsepower efficiency through innovations to the hydraulic systems, the electric cooling system and cutting system improvements, which reduces power usage. Because of these innovations, we have a demonstrated up to a 30% improvement in fuel consumption.



Hybrid Electric

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



All Electric Products

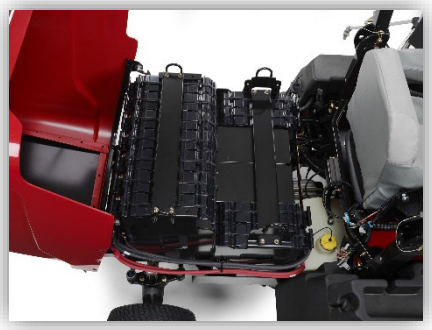
We have been looking at all electric products for many years. Toro holds some of the original patents on electric mowers that date back to the 1920's. The fundamental challenge is that it takes approximately 800 pounds of lead-acid batteries to be equivalent to a gallon of gasoline or diesel fuel. As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

As of today, we have developed and offer for sale a Greensmaster® eFlex® and eTriFlex® greens mower that utilizes state of the art brushless DC electric motors and advanced Li-Ion battery system. The battery is designed to last for 5 years and provide sufficient runtime to mow the expected number of greens and to power the key desired accessories such as groomers and lights.



New to the market for 2024 is the Groundsmaster e3200 electric power out-front rotary mower. This is a 2 wheel drive unit with on-board charger, seat options and the choice of a 60" side discharge or rear discharge deck. The e3200 offers no compromise power and performance, and comes standard with 11 HyperCell batteries. HyperCell is a patent-pending Toro designed and developed lithium-ion battery technology that is good for the life of the machine. If needed, can be configured with up to 17 batteries to achieve all-day runtime in more challenging conditions. This unit operates more quietly than traditional diesel power units and produces zero tailpipe emissions. Because it uses no fuel, and requires less maintenance (i.e., filters, belts, fluids), the e3200 provides operational savings versus diesel powered units.





Toro also offers three utility vehicles powered by the patent-pending, Toro designed and developed, lithium-ion battery technology. Details below.

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

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

TTC is proud to have earned several awards in 2022 in recognition of our product innovation, environmental leadership and community support. These include:

- U.S. Environmental Protection Agency (EPA), WaterSense® 2022 Excellence Award, 8th consecutive year
- Association of Plastic Recyclers, 2022 Recycling Demand Champion
- Worth Magazine, 10 Most Sustainable Companies 2022
- FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah, Wisconsin, facility
- Equipment Today, 2022 Contractors' Top New Products
- Rental Magazine, 2022 Editor's Choice Award winner
- Construction Equipment, Top 100 New Products of 2022
- Wisconsin Department of Natural Resources, Green Tier Recipient, 10th consecutive year for the Tomah, Wisconsin, facility
- Green Industry Pros, 2022 Editor's Choice Awards
- Keep Riverside Clean & Beautiful, 2022 Sponsor of the Year Award

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

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

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

GM3500: Sidewinder® feature
The Sidewinder cutting units shift left and right a total of 24 inches (61 cm). This increases the cutting unit overhang for precise trimming. The tire tracks can also be shifted within the mowing path to reduce wear on the turf.

Greensmaster eTriFlex 3360 and 3370: Radius Dependent Speed (RDS) System
Provides optimal perimeter cut performance by maintaining consistent cutting unit clip rate in turns on each individual reel regardless of machine speed or turn angle. Individual wheel speed control is also maintained during turns for reduced wheel scrubbing on turf.

GM5900, GM4000, GM4100, GM4500, GM4700: SmartCool™ System
The SmartCool hydraulically driven cooling fan automatically reverses to blow off chaff buildup on the top and rear air intake screens. The reversal is triggered by rising coolant temperature, hydraulic oil temperature, or air intake temperature. Toro.com/5900

GM5910, GM4010, GM4110:
Factory installed safety cab, competitors have cabs installed by distributor. The factory-installed cab unit includes an integrated four post ROPS, and provides an exceptionally quiet and comfortable environment for the operator. The low profile air conditioning and heating unit is built into the headliner of the cab for increased clearance under trees and storage areas.

The front and rear windows open to allow fresh air to the interior of the cab and a front wiper and washer keeps the windshield clean.

GM7210: Polar Trac system, only zero-turn mower that converts to a winter tracked snow and ice removal/treatment machine

- Converts the Groundsmaster® 7210 into a snow removal machine complete with two rubber tracks and a climate control cab
- Track tread is designed for slick ground such as an ice rink
- Switch between snow attachments in minutes
- POLAR TRAC™ attachments: snow blower, rotary broom, angled snow blade, and v-plow

GM5900: InfoCenter™

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

Groundsmaster 5900 and 4000 series: bi-directional impact absorption on wing decks up to 5 mph.

Groundsmaster 4300-4WD: CrossTrax all–wheel drive system

Reelmaster 5010-H Hybrid Fueled Reel Mower

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

EdgeSeries Reels and EdgeMax Bedknives

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

ProCore 648s

Wheel Placement

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

Series/Parallel 3WD

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

TrueCore™ Ground Following System

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

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

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

ProCore 864/1298
Tine Guide Mechanism
Ensures tines remain vertical as they enter and exit the ground. This produce consistently clean holes for better looking turf and easier top dressing fill.
Precision Balanced Drive System
Toro's precision balanced coring heads provide exceptionally smooth operation allowing the operator to run the unit in the up position. This simplifies operator interface and improves efficiency.

Articulating Coring Heads (1298)
The ProCore 1298 features two independent coring heads that articulate for exceptional ground following.

ProCore SR Series (deep tine)
Hydraulic depth control
Allows operator to easily and quickly adjust aeration depth on the fly from the tractor's seat
Intelligently Engineered
Unique geometry of the aerator maintains tine-to-turf engagement angle as depth is adjusted. This provides consistent aeration across the depth spectrum without additional adjustments

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

The GreensPro features an integrated trailer allowing for simple and fast transport. Many competitive models require a separate trailer which makes transport slower and often requires flat ground for the roller to be dismounted
Familiar Steering
The GreensPro 1200 is controlled by a steering wheel which is familiar to most operators. Other rollers have a variety of steering techniques providing a steeper learning curve and can challenging and less safe for new operators.

ProStripe 560
Simple Height of Cut Adjustment
The cutting height on the ProStripe 560 can be adjusted via a single lever. Competitive models feature three points to adjust cutting height which is more complicated and more likely for error.

Split Rear Roller

The ProStripe 560 features a split differential allowing each half of the roller to move independently. This feature provides two key benefits: (1) It helps protect turf from scuffing in sharp turns; (2) It provides the needed flexibility for the ProStripe to mow a wider variety of locations competitive models cannot easily operate.

FieldPro 6040

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhors features efficient operation with the innovative MultiTool™, ergonomic operator comfort, and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results.

- Consistent Results – The rugged chassis, commercial-grade components, and wide range of attachments produce major league playing surfaces for your home field.
- More Efficient – Four tools can be carried at once, dramatically reducing time spent preparing infields while allowing the operator to scarify, grade and drag smooth in a single pass.
- Increased Versatility – Dozens of Toro Sand Pro®, Bullseye™ and third-party attachments easily make the Field Pro 6040 the go-to, start-to-finish ball field maintenance machine.

MP 5800

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

GeoLink

GeoLink® is the industry’s first turf-based precision spray system. Turf professionals will benefit from substantial chemical savings thanks to individual nozzle control and sub-inch accuracy. Reporting is simple with GeoLink; application rates, coverage maps, area and volume data are easily downloaded for thorough record keeping. The weatherproof touchscreen is rugged enough to withstand the most challenging conditions and makes

- application programming straightforward with just the touch of a button.

Workman GTX utility vehicle

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

- Comfort: incorporating a split frame and gimbal joint which isolate movement away from the operator while keeping the bed stable. This class-exclusive feature increase comfort, reduces operator fatigue, and increases safety by keeping all four wheels solidly on the ground.

- Versatility: Featuring hundreds of configurable options that include front and rear attachments, including trash can mount, hose reel, walk spreader mount, four and six foot flat bed options, and a bed rack with easily customizable attachment points for string trimmers and other tools. The Workman GTX can also be stretched from two to four seats with an extension kit.
- Power: choice of an EFI gasoline engine, 48-volt Lead-acid electric or Lithium-ion electric provide the performance to tow 1,500 lbs, or a total vehicle capacity of 1200 lbs.
- Control: Class-exclusive hydraulic disc brakes give reliable and consistent stopping power, while the coil-over shocks deliver a smoother ride, minimizing operator fatigue.

Workman MDX utility vehicle

Available in either gasoline or Lithium-ion electric. The Lithium Powered MDX utilizes Toro's patent-pending Lithium-ion HyperCell batteries that provide extended battery power for consistent performance over the life of the vehicle. The MDX Lithium quickly charges overnight, keeping you running all day long.

SRQ™ - Superior Ride Quality

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

Active In-Frame™ Twister Joint

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

Operator/Passenger Platform

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

Payload Capacity

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

Rugged Body Styling

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

Durable Plastic Cargo Bed

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

Workman HDX Series utility vehicles

Tough Frames

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

On Demand 4-wheel Drive
The Workman is available with an on-demand four-wheel drive system that delivers surefooted traction in forward and reverse, without damaging your turf.

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

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

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

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

Payload Capacity
The Workman® HDX vehicle provides a total payload capacity of up to 3,352 lbs. (1,524 kg).

Workman UTX
The Workman UTX is a straightforward, no-nonsense, 4-wheel drive utility vehicle built to stand up to the toughest tests without compromising performance. With standard commercial-grade components, the highest payload in its class, and a proprietary speed control system, it's designed for the rigors of a long work week, not a few hours of recreation on the weekends. The Workman UTX has the muscle to blast through snowdrifts while still maintaining the ability to regulate speed and sound in sensitive areas. To raise the standard further, every Workman UTX features an integrated plow mount, power steering, turn signals, brake lights, and a spray-on bed liner. UTX Series vehicles have up to 2,000lb. towing capacity and 1,250lb. cargo capacity.

- Commercial-Grade Tough
  With a rock-solid, high-strength steel frame, integrated plow mount, selectable 4WD with front and rear differential locks and oversized shocks, bearings and bushings the Workman UTX is up to any challenge.

- Capable of Doing Any Job
  A ton (2,000 lbs. / 907 kg) of towing, 25% more cargo capacity than competitors and two standard 2" (5 cm) receivers (front and rear) gives the Workman UTX the means to tackle any job.

- All-Day & All-Season Comfort
  2 or 4-passenger models make sure you have the room for you and your crew and a climate controlled cab keeps them comfortable in any conditions.
- Precision Control
  A proprietary system allows for the perfect amount of power to be applied to the job, no matter the desired ground speed. This can mean lower RPMs, and with it lower fuel consumption and sound, or higher RPMs for more power to push snow or haul a heavy load.
- Versatile Performance
  The Workman UTX is made to work in multiple environments. Its road ready with standard LED headlights, turn signals, hazards and brake lights and built to handle snow and ice like a BOSS®.

Vista

Built for work and designed for comfort, Toro Vista provides transportation across any property with ease. Vista is available in 4-, 6-, and 8-passenger models. The polar white body and assortment of accessories allow for easy customization no matter the venue. Toro Vista is the perfect choice for any campus, event space, resort, and more. Impress your guests with quick and convenient transportation in the Toro Vista

- Power – Choose between HyperCell® Lithium-ion Battery or EFI gas engine to power your 4, 6, or 8-passenger shuttle. Need more run time? Add an additional battery on your Lithium models.
- Heavy-Duty Frames – The frame of each shuttle size is specifically designed to handle the anticipated weight. No need to worry about a bowed frame after years of use.
- Comfort – Comfort was top of mind when designing the shuttle with both the driver and passengers in mind. Experience ample storage, legroom, independent suspension, and ergonomic design throughout.
- Parking Convenience – The electronically controlled parking brake seamlessly activates once the vehicle comes to a stop and deactivates when the driver presses the pedal (on Li models).

Pro Force Blower

Wireless Remote Control

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

Efficient Turbine-type Fan Assembly Design

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

Durable Nozzle

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

Electronic Governor

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

Fully Enclosed Exhaust System
Muffler enclosed in protective cage for increased operator safety.

Heavy-Duty Trailer & Tow Hitch
Height and length of tow hitch are adjustable to accommodate different towing utility vehicles. DOT approved trailer version also available.

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

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

All Toro equipment meets current Tier 4 Final requirements.

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

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

i. Completed “Sample Equipment Specifications” (Attachment C)

See attachment ‘Tab 3_Attachment C – Sample Equipment Specifications’

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

See ‘Tab 3_SP3040_5040 Golf Sell Sheet’; ‘Tab 3_Workman HD_Sell_Sheet’; ‘Tab 3_RM3100_Sell_Sheet’; ‘Tab 3_GM4100_4110_Sell_Sheet’; ‘Tab 3_z-master-4000-zero-turn-sell-sheet’ for descriptive literature and specification for each of the items referenced in Attachment C.

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

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

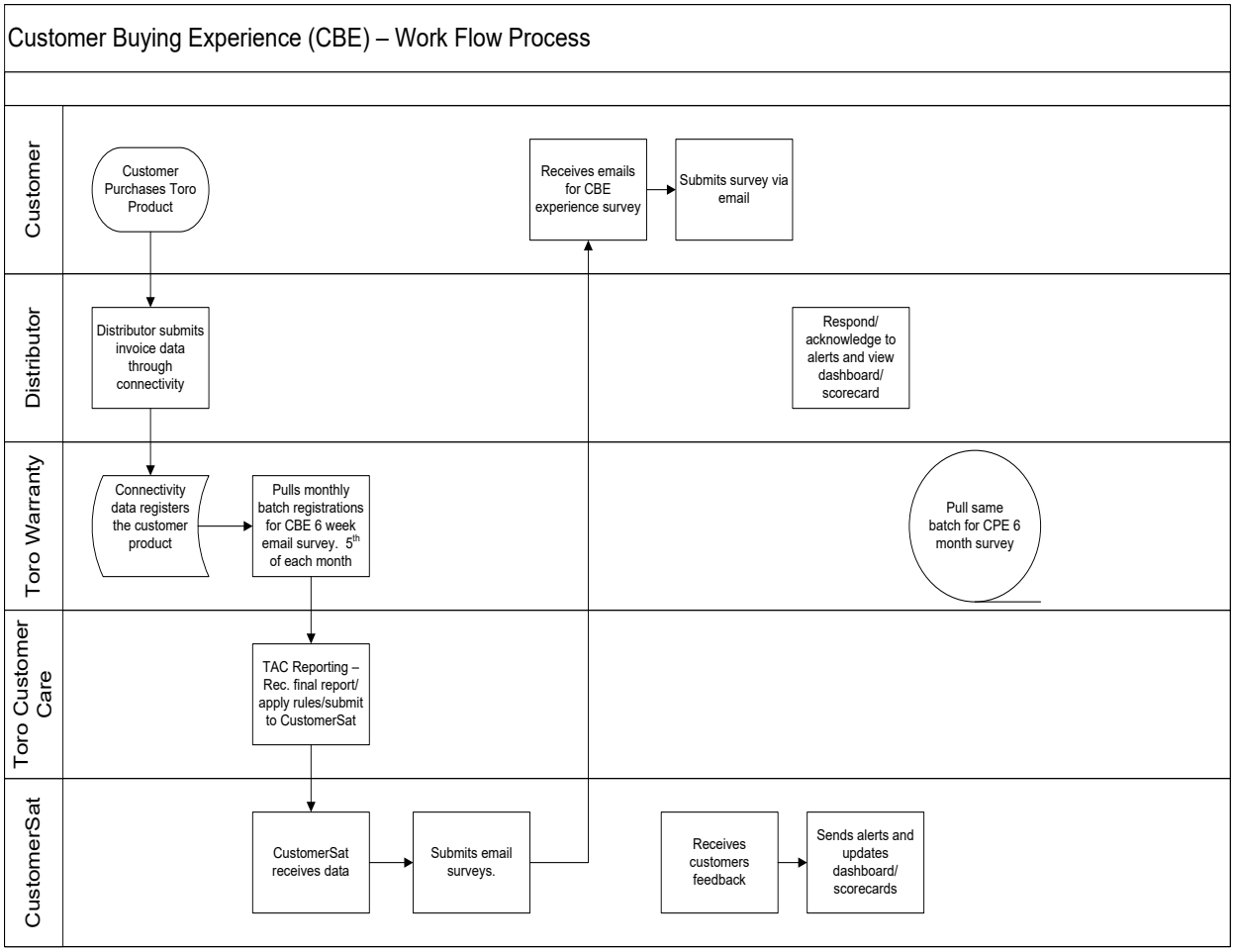
l. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the proposal.

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

      1. Provide detailed information explaining your service capabilities. CHARTS

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

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



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

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

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

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

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

   Our experience shows that annual usage for the Southwest part of the United States is about 800 hours per year. Usage of equipment such as utility vehicles and bunker rakes is much less than that. We have included our preventive maintenance schedules and typical replacement parts, such as filters and blades, for each of the pieces identified in Attachment C, see attachment 'Tab 3_Cycle Cost Information'. As far as useful life and salvage value, there are so many variables that go along with this that it is difficult to provide information. It is dependent on how you operate the equipment, the conditions in which you operate, and the maintenance practices performed. We will note that Toro equipment typically has a higher residual value for off-lease items than our competitors.

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

   1. How will equipment training be conducted?

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

   2. Describe the training curriculum for the equipment operators.

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

   3. Describe the training curriculum for the service technicians.

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

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

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

4. How will you accommodate various work shifts?

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

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

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

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

   A train the trainer program is available upon request, schedules permitting. These sessions can be conducted ‘live’ or online and may be recorded for future use by the agency.

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

   In order to provide the best customer service possible, distributor technicians undergo a rigorous training program consisting of online learning and practical hands-on exercises. The below curriculum is currently available to technicians.

Commercial Technical Education Pathways	Duration (min)*	Technical Basics	System Qualifications: Engine Control Systems	Toro Intermediate Hydraulics	Toro Intermediate Electrical/Electronics	Hybrid/Alternative Power Systems	Digital and Autonomous Solutions	Climate Control Systems	Product Qualifications: Reel Mowers	Rotary Mowers	Vehicles	Sprayers	Specialty Equipment
Commercial Technical Basics													
Basic Troubleshooting (GEARS) for Service Technicians	30	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Electrical	90	X	X	X	X	X	X	X	X	X	X	X	X
Toro Electrical Assessment	60	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Hydraulics	180	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Engines	60	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Drivelines	30	X	X	X	X	X	X	X	X	X	X	X	X
Charging and Starting System Basics - Delco Remy	120	X	X	X	X	X	X	X	X	X	X	X	X
Introduction to Lead Acid Batteries	25	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Agronomy	30	X	X	X	X	X	X	X	X	X	X	X	X
Product Courses													
Introduction to Commercial Products	15								X	X	X	X	X
Introduction to Reel Mowers	105								X				
Greensmaster 1000 Service Quick Hit	15								X				
Introduction to eTriFlex	100								X				
Greensmaster Flex 1018/1021 Service Quick Hit	15								X				
Introduction to Rotary Mowers	60									X			
Groundsmaster 3200/3300 Service Quick Hit	15									X			
Groundsmaster 3200/3300 Accessories Quick Hit	15									X			
ProLine H800 Service Quick Hit	15									X			
Introduction to Outcross 9060	60										X		
Workman Utility Vehicles Overview	15										X		
Workman UTX Commercial Service Quick Hit	20										X		
Introduction to Sprayers	90											X	
Introduction to Specialty Equipment	20												X
Bullseye Products: Introduction for Service	80												X
PC648 Overview & Maintenaince	20												X
Field Pro 6040 Commecial Service Quick Hit	15												X
Greensmaster 1000 Service Quick Hit	15								X				
Toro Systems													
Engine Control Systems													
Basic Tier 4	20		X						X	X			
Electronic Control Unit System	45		X						X	X	X		
High Pressure Common Rail (HPCR) Fuel Injection System	25		X						X	X	X		
Introduction to Yanmar SMARTASSIST Direct	45		X						X	X	X		
Yanmar Regeneration	15		X						X	X	X		
Troubleshooting Using SMARTASSIST Direct	15		X						X	X	X		
Yanmar Tier 4 Webinar Series	360		X						X	X			
Hybrid Systems													
Hybrid Technology	60					X			X				
Hybrid Webinar Series	240					X			X				
Introduction to Lithium-Ion Batteries (F20)	25					X			X		X		
Testing and Troubleshooting Lithium-Ion Systems (F21)	25					X			X		X		
Toro Electronics													
CAN Bus System Fundamentals	20				X	X	X		X	X	X	X	X
Cultivation, Agronomics & ACA													
Aeration Technology Overview	45												X
After Aeration Appearance and Troubleshooting	20												X
Introduction to Aftercut Appearance	15								X				
Troubleshooting Aftercut Appearance	10								X				
Webinar: Aftercut Appearance 2022 - 1 of 2	60								X				
Webinar: Troubleshooting Aftercut Appearance Webinar 2 of 2	60								X				
GeoSystems													
Introduction to GeoLink	70						X						
GeoLink Introductory Video Series	15						X						
GeoLink Solutions Product Quick Hit	15						X						
Introduction to AutoSteer	15						X						
Robotics Fundamentals	30						X						
Diagnostics													
Toro Diagnostic Software Tools	50		X	X	X	X	X	X	X	X	X	X	X
Instructor-Led Courses													
Teaming with Toro	24h	Optional, but recommended for all.											
Hands-On Tier 4	16h		X						X	X	X		
Hands-On eTriFlex Riding Greensmower	16h								X				
Hands-On Outcross	16h										X		
Hands-On Sprayers	16h											X	
Virtual GeoLink & AutoSteer	12h						X					X	

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

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

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

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

      Typically, equipment is setup and delivered to the customer's designated delivery location 4-6 weeks after receipt of purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesman will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (see 'Tab 3_SNC Certificate of Delivery' attached). The customer retains a copy along with a binder including operator parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesman. There really are no cut off dates unless a customer is trying to order before a price increase. Again the salesman would communicate this information to the customer.

      Due to the volatility in pricing over the past few years, customer may opt to use a Budgetary Cap pricing model that locks in a not to exceed price at the time of order so the Agency can set a budget "cap" for their products. If prices do not increase to the budgetary cap amount, the product will be repriced at the time of delivery to the current contract price, whichever is lower.

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

      Invoicing is done daily for all deliveries made that day. Invoices can be sent electronically (emailed) or mailed depending on the customer's needs. Statements are typically mailed, but can be setup to be sent electronically (email). See attachment 'Tab 3_Sample Invoice.

6. Other

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

7. Describe any government rebate programs that are offered.

A volume-based “Smart Value Program” is part of our offering that incentivizes agencies to spend more and/or rewards agencies that have higher spend volumes by offering ‘Free Goods’ based on their total spend amount. As such, we encourage our dealers/distributors to work with their customers to review their usage on a regular basis and identify any costs savings opportunities that may exist. Agencies are then allowed to use these ‘Free Goods’ to purchase service, parts, or wholegoods based on the amount they receive. At minimum, this is done annually, but it is encouraged to be reviewed quarterly so that we can continue to identify additional support for agencies throughout the year. Smart Value goods are based on individual POs and may not be combined with multiple POs, unless approved by Toro. See below for details.

Toro Commercial Purchases	Customer Free Goods $	Toro Commercial Purchases	Customer Free Goods $
$200K-$249K	$4,500	$550K-$599K	$20,000
$250K-$299K	$6,000	$600K-$649K	$22,000
$300K-$349K	$10,000	$650K-$699K	$24,000
$350K-$399K	$12,000	$700K-$749K	$26,000
$400K-$449K	$14,000	$750K-$799K	$28,000
$450K-$499K	$16,000	$800K-$849K	$30,000
$500K-$549K	$18,000	$850K*	$32,000

*"Free Goods" increase $2,000 for every additional $50,000 in purchases.

ENHIBIT B
PRICING

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
	Commercial Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	LCE Snow Equipment	20.00%
	SWS Equipment	17.00%
	BOSS Snowplows and Accessories	18% - 25%*
	Ventrac 4520 Series	8.00%
	Ventrac SSV 2100 Series	3.00%
	Sentinel	35%-40%*
	Res Com Irrigation	35%-40%*
	Large Rotors	15.00%
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	Commercial Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	SWS Equipment	17.00%
	Ventrac 4520 Series	8.00%
	Golf Irrigation	40.00%
C	RELATED EQUIPMENT PARTS	
	Commercial Division Performance Parts (City of Mesa only) Pricing is reflected in	up to 50% off list
D	USED EQUIPMENT	
	Our distributors typically have off lease and trade in equipment available for sale	Depends on age, hours and conditioin
E	BALANCE OF LINE	
	All product categories are included in our response to the	
	SPORTS FIELDS AND GROUNDS EQUIPMENT (and/or)	
	GOLF COURSE MAINTENANCE EQUIPMENT	

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name: __The Toro Company__ Date: _____

ENHIBIT B
PRICING

Toro Company Discounts by Category **OMNIA Contract 2017025**

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

- Commercial Equipment **22% off**
- Specialty Vehicles **7% off**
- Bullseye Products **5% off**
- Landscape Contractor Equipment (LCE) (A) **27% off**
- LCE Allied Products (B) **0% off**
- Landscape Contractor SNOW Equipment (LCE SNOW) **20% off**
- Site Works Systems (SWS) Equipment **17% off**
- Boss Equipment (Liquid De-Icing Products) **18% off**
- Boss Equipment (Snowrator Units Only) **$400 off**
- Boss Equipment (All other equipment) **25% off**
- Ventrac 4520 Wholegoods, Attachments and Accessories **8% off**
- Ventrac SSV Products **3% off**
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories (A/B) **40% off**
- Residential Commercial (ResCom) Irrigation Accessories (RA) **35% off**
- Residential Commercial (ResCom) Irrigation Allied Products (RB) **0% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (A/B) **40% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (RA) **35% off**
- Sentinel Irrigation Allied Products (RB) **0% off**
- Large Commercial Rotors **15% off**
- Used Equipment dependent on age, hours and condition
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

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

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

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement. City acknowledges Contractor cannot control the timing of delivery of products and services provided by Contractor's dealers and/or distributors. Contractor agrees to use reasonable efforts to encourage its dealers and/or distributors to delivery products and services by contractually agreed upon delivery dates.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

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

request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

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

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

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

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

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

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

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, “protected status”) in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.

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

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

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

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

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

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

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

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

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

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

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

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

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

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

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

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

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

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

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

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

    b. The City may purchase the services (but not products) required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services (but not products) exceeds the contract price, the City may recover the excess cost by: (i) requiring reimbursement to the City within 30 days of receiving the request for reimbursement from City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

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

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

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

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

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

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

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

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

24. **INDEMNIFICATION; LIABILITY.**

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

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

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

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

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

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

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

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

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information

acquired by such person in the course of his or her official duties at the City.

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

32. **RISK OF LOSS**. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder to the City of Mesa. All other agencies will bear the risk of loss from dealer and/or distributor.

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

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

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, but not limited to, acts of nature, acts of the public enemy, civil unrest, labor strikes, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

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

in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

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

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

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

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

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

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

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

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

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

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

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive, and remain in full force and effect. Except as specifically provided in this

Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

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

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

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

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

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

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

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

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $35 Million. Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

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

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment, and irrigation and outdoor lighting solutions. With sales of $4.51 billion in fiscal 2022, Toro’s global presence extends to more than 90 countries. Through constant innovation and caring relationships built on trust and integrity, Toro and its family of brands have built a legacy of excellence by helping customers care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields. For more information, visit www.toro.com.

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

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

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

B. Total number and location of salespersons employed by Supplier.

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

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

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

The large majority of Toro's government business goes through our Commercial distributors. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

D. Annual sales for the three previous fiscal years.

The Toro Company has had sales for 2020, 2021 and 2022 of [redacted], [redacted] and [redacted] respectively.

a. Submit FEIN and Dunn & Bradstreet report.

See attached 'Tab 5_Form W-9_TTC' for confirmation of Toro's FEIN and 'Tab 2_TTC_DUNNS REPORT' for a copy of the Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

Our focus on sustainability, including ESG priorities, underpins our purpose of enriching the beauty, productivity and sustainability of the land. Sustainability is the foundation of our strategic priorities, and we are committed to leveraging innovation to reduce the impact of our operations, products and services. We integrate sustainable considerations to deliver innovative products and solutions, and our corporate strategy, industry leadership and expertise help guide our efforts.

To direct our efforts, we conducted an internal sustainability materiality assessment to identify ESG areas and topics of importance to The Toro Company. As a result, we developed four sustainability pillars to guide strategic actions and disclose topics of importance.

- **Planning**: Commitment to embed sustainability into our culture by enhancing our strategic approach to sustainability initiatives, providing more transparency and supporting our pillars and program development.
- **People**: Commitment to promote the growth, development, health, safety and wellness of our employees and give back.
- **Product**: Commitment to develop innovative, safe and high-quality products that yield performance, productivity and environmental benefits for our customers.
- **Process**: Commitment to continuous improvement of operational and resource efficiency; energy, water, and waste management; and Lean management across our value chain.

Attached is a full 76-page, sustainability report, 'Tab 2_2022 Sustainability Report' that provides further information green initiatives and policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Our DEI Mission

At The Toro Company, we believe our best performance comes when our teams are diverse. We strive for diversity, equity and inclusivity throughout our organization to elevate collaboration, spark innovation, and unleash excellence in all that we do!

Reflected in our core values, it is important to respect what makes us each unique, so that all employees have the freedom to be their best selves at work and feel a genuine sense of belonging.

Diversity, Equity & Inclusion are part of The Toro Companies Fiber.

As a large publicly traded company, The Toro Company does not directly meet the requirements for any of the certifications listed below. However, many of the dealers/distributors we partner with do. We will work with agencies to help them meet their diversity goals by connecting with our channel partners and providing the classifications available.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Toro has a dedicated group of distributors and dealers that will handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. Some of these dealers/distributors hold various diversity certifications – many hold SBA certifications, and some hold WBE and/or MBE certifications.

I. Describe how supplier differentiates itself from its competitors.

As indicated above, we believe that Toro offers the strongest distributor network in the industry. Our Commercial distributors are dedicated to delivering quality Toro products and go through a rigorous training process for both sales and service. This provides you and your members the highest level of support throughout the entire lifecycle of your equipment.

In addition, Toro provide the widest array of grounds maintenance products, from fine-turf and rough-cut mowers to synthetic field groomers, transport and utility vehicles, irrigation systems/products, snow removal equipment, small construction equipment, hand-held products, turf renovation equipment, lighting, and more. We have everything your members need to help them “enrich the beauty, productivity and sustainability of the land.”

Lastly, Toro and our distributors understand Government. We value the relationships we have with our end-user customers and help build an often lost connection between the end-user customer and their own purchasing departments. We look at it as a three-legged-stool with Toro Sales/Distribution, Agency Departments, and Agency Procurement. We believe we can help provide the best products, and purchasing mechanism - through a cooperative contract, saving agencies time and money.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As a large, publicly traded company, The Toro Company is subject to litigation at any given time. However, nothing that would have any bearing on this solicitation and nothing related to bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

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

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Toro sells through a dedicated network of Authorized Distributors and Dealers. Most of our distributors are privately owned companies that are the connection from Toro to the end-user customer. The sales managers report to the owners of these companies and will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States has a representative assigned for sales coverage from one of our distributors. We have included a listing of these distributors/dealers and a contact list with this proposal. See attachment 'Tab 2_Toro Distribution List'

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

Participating Agencies may verify prices by contacting Toro to confirm current MSRP and product categories to determine the appropriate discount %(s) off MSRP as indicated within the program. Toro may provide confirmation on specific products, or provide a current MSRP price file to assist Agency with compliance.

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

Toro utilizes a local Distribution Network that provide all sales and service activities on behalf of The Toro Company. Toro dealers and distributors are thoroughly trained and certified in all aspects of their business. From ethical selling practices to service and support. These certifications are a standard requirement for our distributors and part of our overall culture.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by category.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

The large majority of Toro's government business goes through our Commercial distributors. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size

depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

3.3 Marketing and Sales

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

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

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

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

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

The Toro sales and marketing team will make sales calls with our channel partners and OMNIA Partners teams to our end user customers to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces

will be made available to all of our distributors and will be used at local and national trade shows.

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

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

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

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

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

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

This will be done through our Distributor Operating Bulletins.

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

- OMNIA Partners logo would remain as a part of the National Ads in Government Sector publications
- Print collateral pieces would be updated and released
- A Webinar will be conducted with Distributor partners as a part of the Sports Fields & Grounds (SFG) market training
- Distributors will be hosting SFG open house events where the Contract will be a section of the presentations
- Training – Toro University both in person and on-line will take place in November, 2023

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

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

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Toro has been participating in the NIGP Annual Form for more than 15 years and will continue to do so. We are also considered Executive Sponsors of this event as part of our NIGP Business Council agreement. Toro is extremely involved with all aspects of the NIGP, including the Annual Forum, Leadership Academy, Chapter Events, and in conjunction with the NIGP Governing Board. As such, we are committed to continue to participate in the Annual Forum, and committed to promoting our relationship at these events. However, we are choosing a more centralized position for our booth location within the tradeshow and feel that will give us the greatest exposure for our particular space and investment.

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

We advertise both on-line and in print on an ongoing basis through many government trade publications. Where appropriate, will include the OMNIA Partners logo to identifying the contract and our relationship.

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

Through our relationship with the OMNIA Partners we have provided case studies and developed White Papers with regards to cooperative purchasing on a national and local level. We also leverage government data using Onvia and Smart Procure systems. We are currently in the process of building a marketing calendar that will help us better align our resources and efforts with OMNIA on an ongoing basis and leverage each-other resources to promote our programs.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Toro.com/en/government would be updated to reflect the new contract

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

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

We currently hold several national cooperative contracts, including Sourcewell, Kinetic GPO, and NASPO ValuePoint. It is our position to train and educate our customers and distribution network on the benefits of each of these contracts and let the customers make a value judgment. Each of these contracts offer similar pricing on the products offered; however, some contracts may offer fewer products or higher administrative costs, which reduces the value for our distributors. The growth of our current contract over the past fifteen years is proof of the value we have towards our partnership with OMNIA and we look forward to continuing its growth for years to come.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

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

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Toro acknowledges this requirement and will comply.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Toro and our distributors have a comprehensive knowledge of the features, processes, and benefits of our current City of Mesa/OMNIA Partners contract and will continue to provide online and in-person training to help Toro personnel and Toro's distribution network stay up-to-date on the current agreement, trends, etc. This training and support towards the contract and government business has been represented by the growth in sales across our distribution channel. Any changes to the contract, processes, or target customer will be communicated and individual training arranged for those that require it.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
Edric Funk, Group Vice President
Edric.funk@toro.com
952-887-7328 Office

ii. Marketing
Josh Jans, Marketing Manager
Josh.jans@toro.com
952-948-4085 Office

iii. Sales
Jon Stodola, Regional Business Manager – Government Contracts-NA
Jon.stodola@toro.com
612-597-3224 Direct

iv. Sales Support
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct

v. Financial Reporting
Kain Wagner, Finance Pricing Analyst
Kain.wagner@toro.com
952-887-8252 Office

vi. Accounts Payable
Michael Wallen, Associate Manager, Finance Global Shared Services
Michael.wallen@toro.com
952-887-7937

vii. Contracts
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct

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

The Toro Company

Rick Olson – President & CEO

Edric Funk – Group Vice President

Edric reports to Rick Olson. Reporting to Edric are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Edric can be reached at 952-887-7328 or edric.funk@toro.com.

Mike Read – Director, Commercial Sales

Mike reports to Edric and leads a team of Regional and District Sales Managers that have responsibility for growing sales in the United States and Canada. They are also responsible for goal setting with distributors, understanding distributor training and development needs, and implementing programs and contracts such as the City of Mesa/OMNIA Partners agreement. Mike can be reached at 951-785-3404 or mike.read@toro.com.

Jon Stodola – Regional Business Manager, Government Sales – NA

Jon reports to Mike and leads a team of government contract managers that assist in the accuracy, training, and maintenance of our government contracts. Jon and his team also work with Toro distribution to help educate them on the value of cooperative purchasing and all aspects of government purchasing.

Distribution

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

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

We will continue to proactively train our sales organization on the benefits and advantages of the OMNIA Partners agreement, how to position cooperative contracts within their current and prospective customer accounts, and how to navigate the maze of government purchasing.

We will also update all sales and marketing collateral with the new contract information, and work with OMNIA's marketing team to identify all marketing channels available to mutually promote the new agreement, and our overall partnership with the City of Mesa/OMNIA Partners.

In addition, we will continue to engage with the OMNIA Partners sales and management team to identify opportunities within the public sector. Currently, our distribution channel works with the OMNIA Partners Regional Manager group on a regular basis. We feel this team has been an extension of our sales team, and we provide training on our offerings so they have a better understanding of how we sell, and so they can better position The Toro Company when talking to members. This has been a proven strategy for many years.

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

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

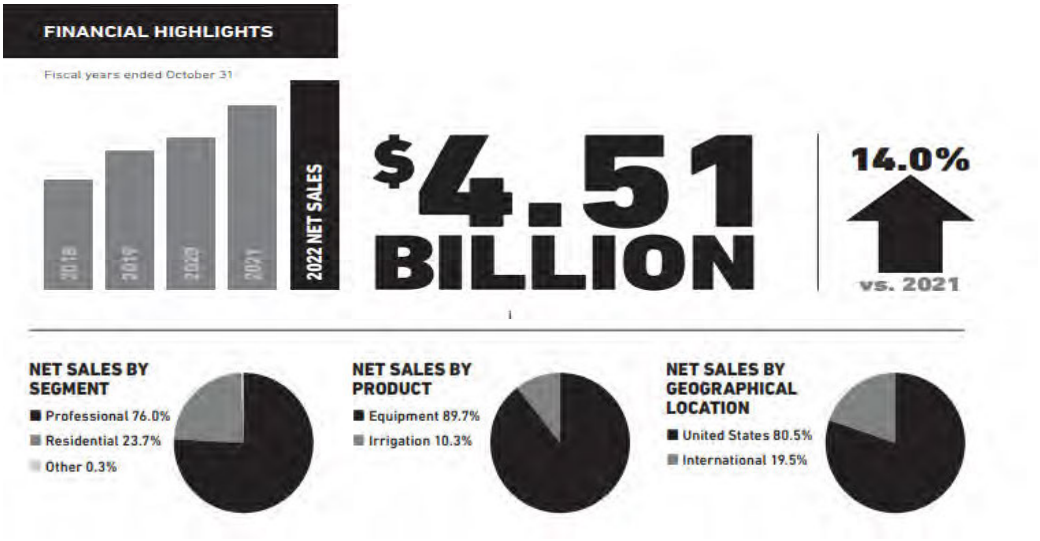
Realizing the need for consistent pricing across our distributors, Toro has created a OMNIA pricing Program within our national quote system (QMS). This assures the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration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

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

Toro provides access to "current" OMNIA Partners member lists in two areas – ToroConnect, an internal platform accessible only to Toro employees and our distribution channel, and through an online portal, Toro Sales Advantage. These resources are updated regularly and available to all Toro sales personnel.

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

As we are a publicly traded Company, this detailed information is considered confidential. However below is a representation of The Toro Company's Financial Highlights for fiscal year 2022 by market and geographic location. Finally, we will commit to developing a list of customers to target for growth on this contract.



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

Toro uses SAP as our mainframe through which our sales reporting function is housed. Our distributors electronically communicate all transactions to Toro through Connectivity by which we can collect sales data. We are also equipped to conduct Electronic Funds Transfer payments for our administration fees.

OMNIA Members will work directly with our distributors for all, quotes, orders, payment, and delivery of products fulfilled under this agreement. As independent business, their systems may vary by location. However, we have been servicing this agreement for fifteen years without any issues or concerns by Members, or by our distributors. As previously indicated in response to item C. of section 3.2 in this Attachment; Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

[redacted] in year one
in year two
in year three

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Toro understands the various options available to respond to Public Agencies when a Public Agency issues their own solicitation. We will take these options into consideration and continue to pursue the business in the best interest of the Public Agency and our Distributor.

See attachment 'Tab 2_Exceptions Taken' for details.

TERMS AND CONDITIONS

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

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

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

City Council Report

Date: October 2, 2023

To: City Council

Through: Michael Kennington, Deputy City Manager/Chief Financial Officer

From: Edward Quedens, Business Services Director
Kristy Garcia, Procurement Administrator

Subject: Five-Year Term Contract with Two Years of Renewal Options for Grounds Maintenance Equipment, Parts, Accessories, Supplies, and Related Services and Equipment for the Parks, Recreation and Community Facilities Department **(Citywide)**

Recommendation

Council is requested to approve the award as recommended.

A committee representing the Parks, Recreation and Community Facilities Department (PRCF) and Purchasing evaluated responses. The evaluation committee recommends awarding the contract to the highest scored proposal from The Toro Company dba Toro at $352,000 annually, with an annual increase allowance of up to 5% or the adjusted Consumer Price Index.

Background / Discussion

City of Mesa, as the lead agency, solicited Request for Proposals for Turf and Grounds maintenance equipment, parts, accessories, supplies, related services, and equipment. The solicitation is in conjunction with Omnia Partners cooperative purchasing program. The resultant contract will benefit 40,000 plus member public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit.

This contract will enable the City to maintain the current fleet of grounds maintenance equipment in proper working condition, purchase new equipment as our current fleet ages, and help us keep the proper equipment inventory as more parks and sports fields come online. Maintaining the current fleet of turf and grounds maintenance equipment in proper working condition will minimize the cost of repairs on the equipment and positively affect the health of our park grounds landscaping. Secondly, the cooperative contract is a revenue source for the City as other agencies utilize this contract for their equipment purchases.

The City solicited Request for Proposals and received three responses; two responses met the minimum qualifications and one was non-responsive. Staff from Omnia Partners observed the evaluation process, however, they did not provide any input on the scoring. The evaluation committee evaluated the responses relative to the scoring criteria in the

solicitation and completed scoring of the responses in accordance with the City's established policies and procedures. Based on the evaluation results (Final Scoring), award is recommended to the highest-scored respondent.

Purchase Information

Action: Award
Procurement Type: Request for Proposals
Contract Number: 2023261
Local Consideration: Not applicable as there were no Mesa responses
Protests Received: None
Initial Contract Term: Five Years
Possible Renewals: Up to a maximum of two years subject to Administrative review and approval
Funding Source: PRCF budget through the General Fund (Cemetery and Parks Maintenance); Environmental Compliance Fee (Basin Maintenance); and Commercial Facilities Fund (Hohokam and Cubs, Riverview Park Maintenance, and Convention Center/Amphitheatre)

Proposal Responses and Final Scoring

Respondent	Total Points Possible / 500
The Toro Company dba Toro - Bloomington MN (Recommended)	418.13
ASW, LLC dba American LandMaster - Columbia, IN	209.93

Deemed as Non-Responsive:
A&E Landscape and Design – Did not submit the response forms, pricing, scope and qualifications as required per the solicitation.

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☒ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

see attachment 'TAB 5_Exceptions Taken'

Confidential/Proprietary Information (mark one).

☐ No confidential/proprietary materials have been included with this Response.

☒ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

All pricing submitted with this RFP

NOTICE OF SOLICITION DOCUMENT

Scope of Work; 3 General Requirements

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

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

E. VENDOR PARTS AND SERVICE: The Contractor or it's dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage it's or it's dealers and/or distributors ~~be capable of providing~~ to use their best efforts to provide parts within twenty-four (24) hours and ~~shall be capable of being~~ use their best efforts to be on site to respond to service requests within twenty-four (24) hours.

Scope of Work; 4 Product Requirements

C. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. Contractor should use reasonable efforts to deliver ~~All~~ replacement products ~~must be received by~~ to the City within seven (7) days of initial notification.

ATTACHMENT E
OMNIA PARTNERS DOCUMENTS

Exhibit A
Response for National Cooperative Contract

1.2 Marketing, Sales and Administrative Support

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

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of 23% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

Commented [JS1]: Maximum 2%

2.1 Corporate Commitment

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

2.2 Pricing Commitment

Supplier, and its participating distributors and dealers, commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies, excluding federal government offerings, nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a ~~national, state, regional or local or~~similarly situated cooperative contract,

the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Notwithstanding any other provision in this Agreement, it is acknowledged that products and services subject to this Agreement are provided by Supplier's dealers and/or distributors which are independent businesses and set their own prices. Supplier has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors who do not participate in any offerings subject to this Master Agreement. Supplier agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services subject to the terms of this Agreement.

3.3 Marketing and Sales

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

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

~~ii.~~ Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

~~iv.~~v. Respond to any bid separate from Master Agreement (Contract sales not reported to OMNIA Partners)

ATTACHMENT E
OMNIA PARTNERS DOCUMENTS

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

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

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

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

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from any grossly negligent acts, errors, mistakes or omissions by Supplier or Supplier's personnel in connection with the Master Agreement~~OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.~~

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall encourage each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order~~Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order~~. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (2~~3~~%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of

products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

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

18. This Agreement and the parties' respective rights and obligations hereunder may be assigned at either party's reasonable discretion to an affiliate of such party, any purchaser of any or all or substantially all of the assets of a party hereto, or its successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise~~This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners~~.

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

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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

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

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in ~~Williamson County Tennessee.~~Delaware.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

NOTICE OF SOLICITION DOCUMENT

Draft Agreement; Terms and Conditions; Exhibit 1

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

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

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

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

Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for it's dealers ~~of this agreement~~who do not participate in any offerings not subject to this Agreement.

Supplier agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services subject to the terms of this Agreement.

5.4 Payment of Funds. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee, excluding those charged by third parties~~.~~. Otherwise, payment will be through a traditional method of a check.

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

NOTICE OF SOLICITION DOCUMENT

Exhibit C
Mesa Standard Terms and Conditions

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

8. TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement. City acknowledges Contractor cannot control the timing of delivery of products and services provided by Contractor's dealers and/or distributors. Contractor agrees to use reasonable efforts to encourage its dealers and/or distributors to delivery products and services by contractually agreed upon delivery dates.

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

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

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

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

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

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

24. INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs,

attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) ~~the services provided by Contractor personnel under this Agreement; (ii)~~ any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (~~ii~~i) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, ~~arising out of or resulting from, in whole or in part, this Agreement or use of~~caused by Contractor Personnel or Contractor~~-~~provided services or materials.

26. THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including reasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery~~.~~ Provided that none of the foregoing shall require contractor to incur more than a negligible expense.

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

32. RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder to the City of Mesa. All other agencies will bear the risk of loss from dealer and/or distributor.

37. FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, but not limited to, acts of nature, acts of the public enemy, civil unrest, labor strikes, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

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

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

See attachment 'Tab 1_Letter of Transmittal'

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

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

   City of Mesa/OMNIA Partners contract has been one of Toro's primary go-to-market strategies for selling grounds maintenance equipment and parts to government agencies over the past 5+ years. We have been educating our distributors, dealers and customers regarding the benefits of the OMNIA Partners/National IPA contract for fifteen+ years. We regularly meet with OMNIA's management team to discuss successes and plan strategies to grow this business. Toro's executives are also very involved with the strategies associated with this contract.

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

About The Toro Company

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment, and irrigation and outdoor lighting solutions. With sales of $4.51 billion in fiscal 2022, Toro's global presence extends to more than 90 countries. Through constant innovation and caring relationships built on trust and integrity, Toro and its family of brands have built a legacy of excellence by helping customers care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields. For more information, visit www.toro.com.

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

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

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

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

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

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

The large majority of Toro's government business goes through our Commercial distributors. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

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

The Toro Company and our distributor/dealer channel have been marketing and selling the National IPA/OMNIA Partners contract for 15+ years. Over this time, we have developed a standard training and education program that allows us to maintain a consistent level of knowledge through our channels and get new employees up-to-speed quickly.

In addition, Toro has many municipal partnerships that allow us to keep our finger on the pulse of public purchasing and government spending, which positions Toro and our government team as "thought leaders" in the government space. For example, Jon Stodola and Ryan Miller serve on the NIGP Business council and participate in National, and Chapter events throughout the Country. Jon also serves on the Supplier Advisor Committee with NCPP.

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

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

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

City of Goodyear
Charles Schneider, Fleet Superintendent
Municipal Services/Public works
4971 S. 157th Ave.
Goodyear, AZ 85338

623-208-0112 Cell | 623-882-7195 Office
Charles.Schneider@goodyearaz.gov
5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

City of Tempe
Chris Espino, Fleet Analyst
53 S. Priest Dr., Building D
Tempe, AZ 85281
480-350-8344 office
Chris_Espino@tempe.gov
5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

Town of Gilbert
Jerry Arms, Fleet Manager
50 E. Civic Center Drive
Gilber, AZ 85296
480-350-8516 office
Jerry.Arms@gilbertaz.gov
5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

City of Maricopa
Dave DeLong, Fleet Manager
45755 W. Edison Rd. Suite 110
Maricopa, AZ 85139
520-316-6950 office
dave.delong@moaricopa-az.gov
5+ Year Sales History for Commercial Grounds Maintenance Equipment and Service

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

See attachment E.

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

Toro Staff

Edric Funk, executive sponsor for the City of Mesa and OMNIA Partners, Edric Funk was appointed group vice president, golf, grounds and irrigation in November 2022. He previously served as general manager of Sitework Systems from November 2020, and prior to that led The Toro Company's Center for Technology, Research and Innovation (CTRI) from July 2017 to October 2020. Funk joined The Toro Company in 1996 as a design engineer in the landscape contractor business. He also held roles in residential and landscape contractor, international and

commercial marketing, including as director, global product management for the commercial and international divisions.

Jon Stodola, PPSM – Regional Business Manager, Government Contracts – North America, has been with the Toro Company for 7+ year and works directly with our distribution team on education and positioning of the City of Mesa/OMNIA Partners contract. He serves on the NIGP Business Council, NCPP Supplier Advisory Committee, and participates in numerous industry associations, including, SIMA and APPA. He spent the previous 4 years with Office Depot where he served as a Government & Education Manager – North Central Plains, assisting representatives of K-12, Higher education, and State and Local Government in the design and implementation of customized procurement programs that addressed their financial goals and community objectives. He holds a PPSM (Public Procurement Suppliers Masters) designation through NIGP which provides foundational knowledge of the public procurement profession for non-government professionals. Jon will be one of the primary points of contact for OMNIA and the City of Mesa.

Ryan Miller, Government Contracts Manager – State, Local, and Education, has managed the government sales for Ventrac, a subsidiary of The Toro Company, since 2015 and has been working with Toro's Government sales team since 2020. He has completed the NIGP Supplier Essential training program which provides foundational knowledge of the public procurement profession for non-government personnel. Ryan will be one of the primary points of contact for OMNIA and the City of Mesa.

Josh Jans, Josh has been with the Toro company since 2021. He oversees marketing activities for The Toro Company's Commercial Sports Fields and Grounds business. This commercial segment includes Municipalities, K-12, Higher Education, and Professional Sports. Prior to his time at The Toro Company, Josh spent nearly a decade in Marketing and Brand Management roles within the packaged foods industry at General Mills and Post Consumer Brands. Josh will be the marketing lead responsible for all marketing efforts and working with the City of Mesa and OMNIA Partner's marketing teams.

Simpson Norton Staff

Shelly Lawrence, TSPC - Sports Fields & Grounds Manager and a Member of STMA.
Over 38 years in the industry with the last 19 years focused on Contracts and the municipal customer. Shelly will be the main contact person for this contract. She is the inside sales person. Her responsibilities include:

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

Joe Goodwin, TSPC – Vice-President and General Manager of Simpson Norton Corporation. Joe has been in industry for over 33 years with the past 27 years with Simpson Norton. Joe oversees the entire sales team for all divisions of business. Joe can provide equipment recommendations and quotes as needed.

Fred Balzarini, TSPC - Outside Sales Manager with over 31 years in the industry and the last 18 years with Simpson Norton focusing on Commercial / Government sales. Fred will provide customers with equipment recommendations, quotes and training on new equipment. (100%)

Mike MacDonald, TSPC – Outside Account Manager with 25 years in the industry and the last six years with Simpson Norton. Mike provides customers with equipment recommendations, quotes and training on new equipment. (100%)

Simpson Norton – Service Department

Mike Swichtenberg – Director of Operations - CSM (Certified Service Manager through National Association of Service Managers). Mike has been in the industry for 33-years, last 21 years with Simpson Norton Corporation. Mike oversees Service and Parts Operations as well as coordinates supplemental employee technical training.

Cheyenne Parra – Technical Support Manager – Toro System Certified Technician.
Cheyenne has been in the industry for eight years and the last six years with Simpson Norton Corporation. He is the main contact for Technical service issues and oversees In-Field Technicians and the in-house service department.

Ana Cano – Service Coordinator – Ana has been with Simpson Norton Corporation for one-year and is the main contact for In-Field Technician scheduling as well as pickup/delivery scheduling.

Curt Close – Shop Foreman – Curt has been with Simpson Norton Corporation for 47-years and is recognized as a top Toro Technician in the country.

All five of our In-Field and four in-house Shop Technicians are Toro Factory Certified in; 4-stroke gasoline engines, Diesel Engines, Electrical Systems, Hydraulic Systems, Driveline Systems, and Specialty Systems such as; Vehicles, Reel and Rotary Mowers, Sprayers, and Turf Cultivation Equipment. Each Technician is required to complete yearly Product and Service Certification updates. The extensive training these Technicians complete enables them to provide accurate diagnostics, which translates to quick turnaround time and ensures equipment is fixed right the first time. Simpson Norton Corporation's current turnaround time average is 3-7days.

In-Field Technicians;

Nick Nielsen – 22-years in the industry with the last 14-years at Simpson Norton Corporation. Fully certified in all Toro Systems.

Jose Guerrero – 15-years in the industry with the last 6-years at Simpson Norton Corporation. Fully certified in all Toro Systems.

Anibal Bojorquez – 20-years in the industry with the last 2-years at Simpson Norton Corporation. Partially certified in all Toro Systems.

Adrian Castillo – 9-years in the industry with the last 2-years at Simpson Norton Corporation. Fully certified in Vehicles, partially certified in all Toro Systems.

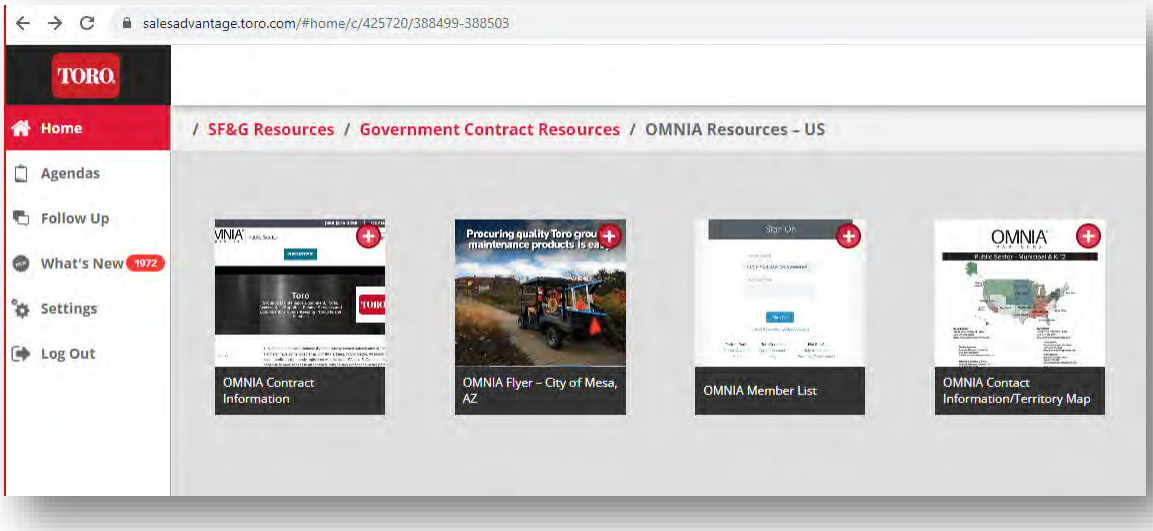
Jake Pennington – 27-years in the industry with the last 17-years at Simpson Norton Corporation. Fully certified in all Toro Systems.

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

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

For the past fifteen year we have been marketing, advertising and selling the National IPA/OMNIA Partners agreement. Pictured below is our distributor microsite where we provide access to OMNIA

Partner resources, including links to the OMNIA Partners website, Member Lists, OMNIA Contacts and Marketing Materials (see example attached 'Tab 2_Toro_OMNIA_Sell Sheet').



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

ATTACHMENT E

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

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

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

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

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

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

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

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

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $35 Million. Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

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

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

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

The Toro Company (NYSE: TTC) is a leading worldwide provider of innovative solutions for the outdoor environment including turf, snow and ground engaging equipment, and irrigation and outdoor lighting solutions. With sales of $4.51 billion in fiscal 2022, Toro’s global presence extends to more than 90 countries. Through constant innovation and caring relationships built on trust and integrity, Toro and its family of brands have built a legacy of excellence by helping customers care for golf courses, landscapes, sports fields, public green spaces, commercial and residential properties and agricultural fields. For more information, visit www.toro.com.

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

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

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

B. Total number and location of salespersons employed by Supplier.

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

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

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

The large majority of Toro's government business goes through our Commercial distributors. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

D. Annual sales for the three previous fiscal years.

The Toro Company has had sales for 2020, 2021 and 2022 of [redacted], [redacted] and [redacted] respectively.

a. Submit FEIN and Dunn & Bradstreet report.

See attached 'Tab 5_Form W-9_TTC' for confirmation of Toro's FEIN and 'Tab 2_TTC_DUNNS REPORT' for a copy of the Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

Our focus on sustainability, including ESG priorities, underpins our purpose of enriching the beauty, productivity and sustainability of the land. Sustainability is the foundation of our strategic priorities, and we are committed to leveraging innovation to reduce the impact of our operations, products and services. We integrate sustainable considerations to deliver innovative products and solutions, and our corporate strategy, industry leadership and expertise help guide our efforts.

To direct our efforts, we conducted an internal sustainability materiality assessment to identify ESG areas and topics of importance to The Toro Company. As a result, we developed four sustainability pillars to guide strategic actions and disclose topics of importance.

- **Planning**: Commitment to embed sustainability into our culture by enhancing our strategic approach to sustainability initiatives, providing more transparency and supporting our pillars and program development.
- **People**: Commitment to promote the growth, development, health, safety and wellness of our employees and give back.
- **Product**: Commitment to develop innovative, safe and high-quality products that yield performance, productivity and environmental benefits for our customers.
- **Process**: Commitment to continuous improvement of operational and resource efficiency; energy, water, and waste management; and Lean management across our value chain.

Attached is a full 76-page, sustainability report, 'Tab 2_2022 Sustainability Report' that provides further information green initiatives and policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Our DEI Mission

At The Toro Company, we believe our best performance comes when our teams are diverse. We strive for diversity, equity and inclusivity throughout our organization to elevate collaboration, spark innovation, and unleash excellence in all that we do!

Reflected in our core values, it is important to respect what makes us each unique, so that all employees have the freedom to be their best selves at work and feel a genuine sense of belonging.

Diversity, Equity & Inclusion are part of The Toro Companies Fiber.

As a large publicly traded company, The Toro Company does not directly meet the requirements for any of the certifications listed below. However, many of the dealers/distributors we partner with do. We will work with agencies to help them meet their diversity goals by connecting with our channel partners and providing the classifications available.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

   a. Minority Women Business Enterprise

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☒ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Toro has a dedicated group of distributors and dealers that will handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. Some of these dealers/distributors hold various diversity certifications – many hold SBA certifications, and some hold WBE and/or MBE certifications.

I. Describe how supplier differentiates itself from its competitors.

As indicated above, we believe that Toro offers the strongest distributor network in the industry. Our Commercial distributors are dedicated to delivering quality Toro products and go through a rigorous training process for both sales and service. This provides you and your members the highest level of support throughout the entire lifecycle of your equipment.

In addition, Toro provide the widest array of grounds maintenance products, from fine-turf and rough-cut mowers to synthetic field groomers, transport and utility vehicles, irrigation systems/products, snow removal equipment, small construction equipment, hand-held products, turf renovation equipment, lighting, and more. We have everything your members need to help them “enrich the beauty, productivity and sustainability of the land.”

Lastly, Toro and our distributors understand Government. We value the relationships we have with our end-user customers and help build an often lost connection between the end-user customer and their own purchasing departments. We look at it as a three-legged-stool with Toro Sales/Distribution, Agency Departments, and Agency Procurement. We believe we can help provide the best products, and purchasing mechanism - through a cooperative contract, saving agencies time and money.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

As a large, publicly traded company, The Toro Company is subject to litigation at any given time. However, nothing that would have any bearing on this solicitation and nothing related to bankruptcy or reorganization.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

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

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Toro sells through a dedicated network of Authorized Distributors and Dealers. Most of our distributors are privately owned companies that are the connection from Toro to the end-user customer. The sales managers report to the owners of these companies and will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States has a representative assigned for sales coverage from one of our distributors. We have included a listing of these distributors/dealers and a contact list with this proposal. See attachment 'Tab 2_Toro Distribution List'

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

Participating Agencies may verify prices by contacting Toro to confirm current MSRP and product categories to determine the appropriate discount %(s) off MSRP as indicated within the program. Toro may provide confirmation on specific products, or provide a current MSRP price file to assist Agency with compliance.

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

Toro utilizes a local Distribution Network that provide all sales and service activities on behalf of The Toro Company. Toro dealers and distributors are thoroughly trained and certified in all aspects of their business. From ethical selling practices to service and support. These certifications are a standard requirement for our distributors and part of our overall culture.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by category.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

The large majority of Toro's government business goes through our Commercial distributors. All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size

depending on the services offered at the facility such as sales, service, parts etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet. We also have thousands of LCE, SWS, BOSS, and Ventrac dealers to locally support their various products.

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

3.3 Marketing and Sales

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

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

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

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

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

The Toro sales and marketing team will make sales calls with our channel partners and OMNIA Partners teams to our end user customers to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces

will be made available to all of our distributors and will be used at local and national trade shows.

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

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

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

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

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

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

This will be done through our Distributor Operating Bulletins.

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

- OMNIA Partners logo would remain as a part of the National Ads in Government Sector publications
- Print collateral pieces would be updated and released
- A Webinar will be conducted with Distributor partners as a part of the Sports Fields & Grounds (SFG) market training
- Distributors will be hosting SFG open house events where the Contract will be a section of the presentations
- Training – Toro University both in person and on-line will take place in November, 2023

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

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

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Toro has been participating in the NIGP Annual Form for more than 15 years and will continue to do so. We are also considered Executive Sponsors of this event as part of our NIGP Business Council agreement. Toro is extremely involved with all aspects of the NIGP, including the Annual Forum, Leadership Academy, Chapter Events, and in conjunction with the NIGP Governing Board. As such, we are committed to continue to participate in the Annual Forum, and committed to promoting our relationship at these events. However, we are choosing a more centralized position for our booth location within the tradeshow and feel that will give us the greatest exposure for our particular space and investment.

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

We advertise both on-line and in print on an ongoing basis through many government trade publications. Where appropriate, will include the OMNIA Partners logo to identifying the contract and our relationship.

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

Through our relationship with the OMNIA Partners we have provided case studies and developed White Papers with regards to cooperative purchasing on a national and local level. We also leverage government data using Onvia and Smart Procure systems. We are currently in the process of building a marketing calendar that will help us better align our resources and efforts with OMNIA on an ongoing basis and leverage each-other resources to promote our programs.

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Toro.com/en/government would be updated to reflect the new contract

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

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

We currently hold several national cooperative contracts, including Sourcewell, Kinetic GPO, and NASPO ValuePoint. It is our position to train and educate our customers and distribution network on the benefits of each of these contracts and let the customers make a value judgment. Each of these contracts offer similar pricing on the products offered; however, some contracts may offer fewer products or higher administrative costs, which reduces the value for our distributors. The growth of our current contract over the past fifteen years is proof of the value we have towards our partnership with OMNIA and we look forward to continuing its growth for years to come.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

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

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Toro acknowledges this requirement and will comply.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Toro and our distributors have a comprehensive knowledge of the features, processes, and benefits of our current City of Mesa/OMNIA Partners contract and will continue to provide online and in-person training to help Toro personnel and Toro's distribution network stay up-to-date on the current agreement, trends, etc. This training and support towards the contract and government business has been represented by the growth in sales across our distribution channel. Any changes to the contract, processes, or target customer will be communicated and individual training arranged for those that require it.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
Edric Funk, Group Vice President
Edric.funk@toro.com
952-887-7328 Office

ii. Marketing
Josh Jans, Marketing Manager
Josh.jans@toro.com
952-948-4085 Office

iii. Sales
Jon Stodola, Regional Business Manager – Government Contracts-NA
Jon.stodola@toro.com
612-597-3224 Direct

iv. Sales Support
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct

v. Financial Reporting
Kain Wagner, Finance Pricing Analyst
Kain.wagner@toro.com
952-887-8252 Office

vi. Accounts Payable
Michael Wallen, Associate Manager, Finance Global Shared Services
Michael.wallen@toro.com
952-887-7937

vii. Contracts
Ryan Miller, Government Contracts Manager
Ryan.miller@toro.com
330-749-9957 Direct

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

The Toro Company

Rick Olson – President & CEO

Edric Funk – Group Vice President

Edric reports to Rick Olson. Reporting to Edric are our directors of sales, marketing, technical operations, customer care and controller for Commercial Division. Edric can be reached at 952-887-7328 or edric.funk@toro.com.

Mike Read – Director, Commercial Sales

Mike reports to Edric and leads a team of Regional and District Sales Managers that have responsibility for growing sales in the United States and Canada. They are also responsible for goal setting with distributors, understanding distributor training and development needs, and implementing programs and contracts such as the City of Mesa/OMNIA Partners agreement. Mike can be reached at 951-785-3404 or mike.read@toro.com.

Jon Stodola – Regional Business Manager, Government Sales – NA

Jon reports to Mike and leads a team of government contract managers that assist in the accuracy, training, and maintenance of our government contracts. Jon and his team also work with Toro distribution to help educate them on the value of cooperative purchasing and all aspects of government purchasing.

Distribution

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

See attachment 'Tab 2_Toro Distribution List' for a full list of Distributors/Dealers by location.

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

We will continue to proactively train our sales organization on the benefits and advantages of the OMNIA Partners agreement, how to position cooperative contracts within their current and prospective customer accounts, and how to navigate the maze of government purchasing.

We will also update all sales and marketing collateral with the new contract information, and work with OMNIA's marketing team to identify all marketing channels available to mutually promote the new agreement, and our overall partnership with the City of Mesa/OMNIA Partners.

In addition, we will continue to engage with the OMNIA Partners sales and management team to identify opportunities within the public sector. Currently, our distribution channel works with the OMNIA Partners Regional Manager group on a regular basis. We feel this team has been an extension of our sales team, and we provide training on our offerings so they have a better understanding of how we sell, and so they can better position The Toro Company when talking to members. This has been a proven strategy for many years.

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

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

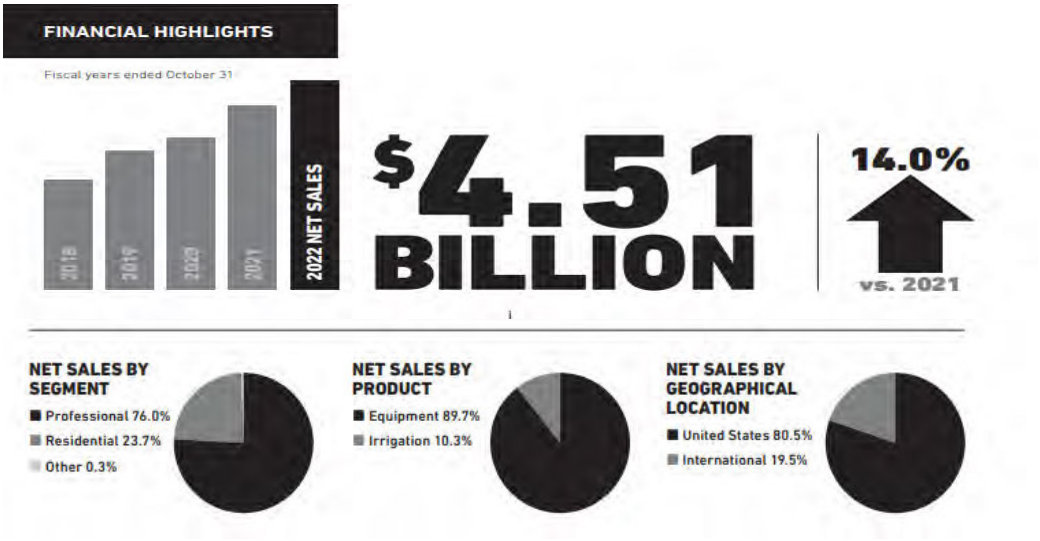
Realizing the need for consistent pricing across our distributors, Toro has created a OMNIA pricing Program within our national quote system (QMS). This assures the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration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

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

Toro provides access to "current" OMNIA Partners member lists in two areas – ToroConnect, an internal platform accessible only to Toro employees and our distribution channel, and through an online portal, Toro Sales Advantage. These resources are updated regularly and available to all Toro sales personnel.

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

As we are a publicly traded Company, this detailed information is considered confidential. However below is a representation of The Toro Company's Financial Highlights for fiscal year 2022 by market and geographic location. Finally, we will commit to developing a list of customers to target for growth on this contract.



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

Toro uses SAP as our mainframe through which our sales reporting function is housed. Our distributors electronically communicate all transactions to Toro through Connectivity by which we can collect sales data. We are also equipped to conduct Electronic Funds Transfer payments for our administration fees.

OMNIA Members will work directly with our distributors for all, quotes, orders, payment, and delivery of products fulfilled under this agreement. As independent business, their systems may vary by location. However, we have been servicing this agreement for fifteen years without any issues or concerns by Members, or by our distributors. As previously indicated in response to item C. of section 3.2 in this Attachment; Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

[redacted] in year one
in year two
in year three

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Toro understands the various options available to respond to Public Agencies when a Public Agency issues their own solicitation. We will take these options into consideration and continue to pursue the business in the best interest of the Public Agency and our Distributor.

See attachment 'Tab 2_Exceptions Taken' for details.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

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

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

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

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will

have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

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

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

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

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or

waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

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

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

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MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and

incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

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

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS

PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

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

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

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

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:



OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00							FOR OMNIA USE ONLY			
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00										
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Toro has been providing reporting to OMNIA Partners on a monthly bases as identified in the Administrative Agreement and will continue to comply with the requirements and format requested here within.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
(b) Is not organized primarily for profit; and
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
The Toro Company

Address, City, State, and Zip Code:
8111 Lyndale Avenue South, Bloomington, MN 55420
Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address:
Edric.Funk@toro.com

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding

paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public

Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing

regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be

completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, The Toro Company , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes,

but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The

language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _The Toro Company_____

Address, City, State, and Zip Code:
___8111 Lyndale Avenue South, Bloomington, MN 55420_____

Phone Number: __952-888-8801_____ Fax Number: _____

Printed Name and Title of Authorized Representative:
___Edric Funk, Group Vice President_____

Email Address: _Edric.Funk@toro.com _____

Signature of Authorized Representative: _____

Date: _____

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran, Russia and Belarus
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: The Toro Company

Organization Address: 8111 Lyndale Avenue South, Bloomington, MN 55420

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Edric Funk	Title:	Group Vice President
Signature:		Date:	

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, ___Edric Funk_____ residing in _____Burnsville_____
(name of affiant) (name of municipality)
in the County of _____Dakota_____ and State of __Minnesota_____of full age, being duly sworn according to law on my oath depose and say that:
I am a __Group Vice President_____ of the firm of ____The Toro Company___
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled __Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment, Solicitation #2023261_, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____City of Mesa/OMNIA Partners_____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by ____The Toro Company_____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ ___Edric Funk, Group Vice President__
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: **The Toro Company**

Street: **8111 Lyndale Avenue South**

City, State, Zip Code: **Bloomington, MN 55420**

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

_____ _____

Date ***Authorized Signature and Title***

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	The Toro Company		
Address:	8111 Lyndale Avenue South		
City:	Bloomington	State: MN	Zip: 55449

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Edric Funk	Group Vice President
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

The Toro Company does not have Political Contributions to disclose in any County within the State of New Jersey.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Edric Funk _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

Group Vice President _____

Title *Date*

The Toro Company

Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

See attached: Tab 2_Doc 7_Turf Equipment NJ BRC_03202023.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: ___Edric Funk_____ Title: __Group Vice President_

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____ Date _____

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

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

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR

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

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

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

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

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR

CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR

EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR

JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR

MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR
NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR

NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR

RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR

SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR

WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT

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

WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

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

STATE AGENCIES

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

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	TURF EQUIPMENT, INC.
Trade Name:	
Address:	8015 DORSEY RUN ROAD JESSUP, MD 20794
Certificate Number:	1774397
Effective Date:	February 15, 2013
Date of Issuance:	March 20, 2023

For Office Use Only:

20230320143856805

Form AA302
Rev. 02/22

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED $150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.nj.gov/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY: 41-058047

2. TYPE OF BUSINESS: ☒ 1. MFG ☐ 2. SERVICE ☐ 3. WHOLESALE ☐ 4. RETAIL ☐ 5. OTHER

3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY: 11607

4. COMPANY NAME: The Toro Company

COMPANY E-MAIL:

5. STREET: 8111 Lyndale Avenue | CITY: Bloomington | COUNTY: Hennepin | STATE: MN | ZIP CODE: 55420

6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) | CITY | STATE | ZIP CODE

7. CHECK ONE: IS THE COMPANY: ☐ SINGLE-ESTABLISHMENT EMPLOYER ☒ MULTI-ESTABLISHMENT EMPLOYER

8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ: 1

9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT:

10. PUBLIC AGENCY AWARDING CONTRACT | CITY | COUNTY | STATE | ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. *DO NOT SUBMIT AN EEO-1 REPORT.*

JOB CATEGORIES	ALL EMPLOYEES	PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN													
	COL. 1	COL. 2	COL. 3	********* MALE*********						********FEMALE*********					
	Total	Male	Female												
	(Cols.2 &3)			BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	2 OR MORE RACES
Officials/ Managers	819	672	147	7	42	3	11	592	4	2	8	4	2	128	1
Professionals	1569	1203	366	14	55	15	59	1017	18	2	11	5	18	321	5
Technicians	286	262	24	9	27	7	5	206	2	1	9	0	0	14	0
Sales Workers	218	194	24	1	11	2	1	171	4	0	0	0	0	24	0
Office & Clerical	267	94	173	4	13	1	1	69	2	0	24	5	1	140	1
Craftworkers (Skilled)	496	395	101	12	61	9	5	299	3	0	23	2	8	66	0
Operatives (Semi-skilled)	4348	3418	930	107	430	70	183	2595	39	7	206	18	36	648	8
Laborers (Unskilled)	18	16	2	2	1	0	1	12	1	0	0	0	0	2	0
Service Workers	34	16	18	0	4	0	0	11	0	0	2	0	0	16	0
TOTAL	8055	6270	1785	156	644	107	219	4972	73	12	283	34	65	1359	15
Total employment From previous Report (if any)															
	The data below shall NOT be included in the figures for the appropriate categories above.														
Temporary & Part-Time Employees	15	13	2	0	1	0	3	8	1	0	0	0	1	1	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? ☐ 1. Visual Survey ☒ 2. Employment Record ☐ 3. Other (Specify)

13. DATES OF PAYROLL PERIOD USED From: 3/06/2023 To: 3/19/2023

14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES ☒ 2. NO ☐

15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type): Viane Hoefs | SIGNATURE: V A. Hoefs | TITLE: Director Talent Acquisiti | DATE MO 03 DAY 16 YEAR 2023

17. ADDRESS NO. & STREET: 8111 Lyndale Avenue | CITY: Bloomington | COUNTY: Hennepin | STATE: MN | ZIP CODE: 55420 | PHONE (AREA CODE, NO.,EXTENSION): 952 - 887 - 8682

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES ECT Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES ECT Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES ECT Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES ECE Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES ECE Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES ECE Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES ECE Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
The Toro Company

Address, City, State, and Zip Code:
8111 Lyndale Avenue South, Bloomington, MN 55420
Phone Number: 952-888-8801 Fax Number:

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address:
Edric.Funk@toro.com

Signature of Authorized Representative: Edric C. Funk Date: 8/3/2023

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: The Toro Company

Address, City, State, and Zip Code:
8111 Lyndale Avenue South, Bloomington, MN 55420

Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address: Edric.Funk@toro.com

Signature of Authorized Representative: Edric C. Funk

Date: 8/3/2023

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, The Toro Company , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Edric C. Funk

Signature of Contractor's Authorized Official

Edric Funk, Group VP

Name and Title of Contractor's Authorized Official

8/3/2023

Date

DOC #1

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: The Toro Company

Organization Address: 8111 Lyndale Avenue South, Bloomington, MN 55420

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Edric Funk	Title:	Group Vice President
Signature:	Edric C. Funk	Date:	8/3/2023

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, Edric Funk (name of affiant) residing in Burnsville (name of municipality)
in the County of Dakota and State of Minnesota of full age,
being duly sworn according to law on my oath depose and say that:
I am a Group Vice President (title or position) of the firm of The Toro Company (name of firm)

_____ the bidder making this Proposal for the bid

entitled Grounds Maintenance, Equipment, Parts, Accessories, Supplies, Related Services and Equipment, Solicitation #2023261 (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ City of Mesa/OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by The Toro Company.

Subscribed and sworn to

before me this day

Edric C. Funk
Signature

August 3, 2023

Edric Funk, Group Vice President
(Type or print name of affiant under signature)

Minnesota, Hennepin Co.
Notary public of

My Commission expires 1/31/2026

(Seal)

DARLA JEAN SCHMITZ
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Darla J. Schmitz

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: **The Toro Company**

Street: **8111 Lyndale Avenue South**

City, State, Zip Code: **Bloomington, MN 55420**

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

8/3/2023
Date

Eddie C. Tuda
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	The Toro Company		
Address:	8111 Lyndale Avenue South		
City:	Bloomington	State: MN	Zip: 55449

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Edric C. Funk — Edric Funk — Group Vice President

Signature | Printed Name | Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

The Toro Company does not have Political Contributions to disclose in any County within the State of New Jersey.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: The Toro Company

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 3rd day of August, 2023

Eric C. Funk
(Affiant)

(Notary Public) Darla Schmitz

My Commission expires: 1/31/2026

DARLA JEAN SCHMITZ
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

Eric Funk, GVP
(Print name & title of affiant)

(Corporate Seal)

DOC #6

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Edric Funk
Printed Name of Authorized Agent

Edric C. Funk
Signature of Authorized Agent

Group Vice President
Title

8/3/2023
Date

The Toro Company
Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

See attached: Doc 7_Turf Equipment NJ BRC_03202023.

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Edric Funk Title: Group Vice President

Signature: Edric Funk Date: 8/3/2023

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 20232G1 **VENDOR/BIDDER:** The Toro Company

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Edric C. Funk — Signature

8/3/2023 — Date

Edric Funk, Group Vice President

Toro Distributor Listing (Commercial Division)

Distributor Name	Address	City	State/Province	Postal Code	Location_Type	Main_Phone	Main_Fax
Professional Turf Products	1010 No. Industrial Blvd.	Euless	TX	76039	Headquarters	(817) 785-1900	(817) 785-1901
Professional Turf Products	9468 Selma Parkway	Selma	TX	78154	Branch	(210) 666-0808	(210) 666-0171
Professional Turf Products	5520 Brittmoore Rd.	Houston	TX	77041	Branch	(713) 983-0700	(713) 896-0988
Professional Turf Products	2201 N Beech Ave	Broken Arrow	OK	74012	Branch	(918) 622-8676	(918) 663-0116
Century Equipment	5959 Angola Road	Toledo	OH	43615-6390	Headquarters	(419) 865-7400	(419) 865-8215
Century Equipment	8650 Bilstein Blvd.	Hamilton	OH	45015-2204	Branch	(513) 285-1800	(513) 285-1805
Century Equipment	4199 Leap Road	Hilliard	OH	43026	Branch	(614) 771-9995	(614) 771-9990
Midwest Turf & Irrigation	14201 Chalco Valley Parkway	Omaha	NE	68138	Headquarters	(402) 895-8900	(402) 895-8913
Ness Turf	91-220 Kalaeloa Blvd.	Kapolei	HI	96707	Headquarters	(808) 486-8330	(808) 486-8338
Ness Turf	196 East Harmon Industrial Park Road	Tamuning	GU	96913	Branch	(671) 649-4228	(671) 649-2340
Ness Turf	171 Railroad Avenue	Hilo	HI	96720	Branch	(808) 961-3437	(808) 961-2551
Ness Turf	470 South Hana Hwy	Kahului, Maui	HI	96732	Branch	(808) 877-6538	(808) 871-4963
Turf Products Corp.	157 Moody Road	Enfield	CT	6082	Headquarters	(860) 763-3581	(860) 763-5550
Grassland Equipment	892-898 Troy Schenectady Road	Latham	NY	12110-1698	Headquarters	(518) 785-5841	(518) 785-5740
Grassland Equipment	4636 Morgan Place	Liverpool	NY	13090	Branch	(315) 457-0181	(315) 457-0312
E. H. Griffith, Inc.	2250 Palmer Street	Pittsburgh	PA	15218	Headquarters	(412) 271-3365	(412) 271-2614
Hector Turf	1301 N.W. 3rd Street	Deerfield Beach	FL	33442	Headquarters	(954) 429-3200	(954) 360-7657
L. L. Johnson Distributing	4701 Ivy St.	Denver	CO	80216-6400	Headquarters	(303) 320-1270	(303) 355-8250
Kenney Machinery Corp.	8420 Zionsville Road	Indianapolis	IN	46268	Headquarters	(317) 872-4793	(317) 879-2331
Kenney Machinery Corp.	13205 Complete Court	Louisville	KY	40223	Branch	(502) 253-9868	(502) 253-9725
Midland Implement	402 Daniels Street	Billings	MT	59101	Headquarters	(406) 248-7771	(406) 252-5772
Midland Implement	5650 Alloy South	Missoula	MT	59808	Branch	(406) 721-7867	(406) 721-2899
MTI Distributing	4830 Azelia Ave. N. Ste. 100	Brooklyn Center	MN	55429	Headquarters	(763) 592-5600	(763) 592-6600
MTI Distributing	8901 Springdale Avenue	Berkeley	MO	63134-2400	Branch	(314) 506-4100	(314) 506-4150
MTI Distributing	3841 SE Capitol Circle	Grimes	IA	50111-4857	Branch	(515) 661-6800	(763) 592-6600
Simpson-Norton Corporation	4144 S. Bullard Ave.	Goodyear	AZ	85338-3613	Headquarters	(623) 932-5116	(623) 932-5299
Simpson-Norton Corporation	2682 N. Abels Lane #10	Las Vegas	NV	89115-4453	Branch	(702) 644-4066	(702) 644-5302
Jerry Pate Turf & Irrigation	6100 Village Oaks Drive	Pensacola	FL	32504-6958	Headquarters	(850) 479-4653	(850) 484-8596
Jerry Pate Turf & Irrigation	5350 Tulane Dr.	Atlanta	GA	30336	Branch	(404) 346-5340	(404) 349-0019
Jerry Pate Turf & Irrigation	604 28th Street North	Birmingham	AL	35203	Branch	(205) 945-9144	
Reinders	W227 N6225 Sussex Road	Sussex	WI	53089	Headquarters	(262) 786-3300	(262) 786-6111
Reinders	800 Randolph Drive	Appleton	WI	54913	Branch	(920) 788-0200	(920) 788-4272
Reinders	4217 Nakoosa Trail	Madison	WI	53714	Branch	(608) 244-0200	(608) 244-6101
Reinders	911 Tower Rd	Mundelein	IL	60060	Branch	(847) 393-2160	(847) 678-5511
Turf Equipment & Irrigation	1630 South Gladiola Street	Salt Lake City	UT	84104	Headquarters	(801) 566-3256	(801) 566-5889
Turf Equipment & Irrigation	2592 S. Beverly Street	Boise	ID	83709	Branch	(208) 331-0074	(208) 331-0076
Turf Equipment and Supply	16 Hagerty Blvd	West Chester	PA	19382	Branch	(888) 384-8676	
Turf Equipment and Supply	8015 Dorsey Run Road	Jessup	MD	20794	Headquarters	(410) 799-5575	(410) 799-6953
Turf Equipment and Supply	33180 Dupont Blvd.	Frankford	DE	19945	Branch	(302) 732-9290	(302) 732-7879
Spartan Distributors	487 W. Division Street	Sparta	MI	49345	Headquarters	(616) 887-7301	(616) 887-6288
Spartan Distributors	1050 Opdyke Road	Auburn Hills	MI	48326	Branch	(248) 373-8800	(248) 373-8899
Smith Turf & Irrigation	4355 Golf Acres Drive	Charlotte	NC	28208	Headquarters	(704) 393-8873	(704) 398-1428
Smith Turf & Irrigation	525 Fairground Court	Nashville	TN	37211-2008	Branch	(615) 726-8811	(615) 242-3274
Smith Turf & Irrigation	4656 Highway 17 Bypass South	Myrtle Beach	SC	29588	Branch	(843) 293-7846	(843) 293-6492
Smith Turf & Irrigation	10732 Dutchtown Road	Knoxville	TN	37932-3214	Branch	(865) 675-5666	(865) 671-0997
Smith Turf & Irrigation	2201 Dabney Road	Richmond	VA	23230-0327	Branch	(804) 355-6404	(804) 358-9189
Storr Tractor Company	3191 U.S. Hwy 22 East	Branchburg	NJ	08876-3481	Headquarters	(908) 722-9830	(908) 722-9847

Storr Tractor Company	175 13th Avenue	Ronkonkoma	NY	11779	Branch	(631) 588-5222	(631) 588-5398
Wesco Turf	2101 Cantu Court	Sarasota	FL	34232-6242	Headquarters	(941) 377-6777	(941) 371-2967
Wesco Turf	7037-37 Commonwealth Avenue	Jacksonville	FL	32220	Branch	(904) 783-0500	(904) 783-3835
Wesco Turf	300 Technology Park	Lake Mary	FL	32746	Branch	(407) 333-3600	(407) 333-9246
Turf Star, Inc.	2438 Radley Court	Hayward	CA	94545	Headquarters		(509) 483-7563
Turf Star, Inc.	79-253 Country Club Drive	Bermuda Dunes	CA	92203	Branch		(760) 345-4297
Turf Star, Inc.	955 Beacon Street	Brea	CA	92821	Branch		(714) 990-8729
Turf Star, Inc.	11373 Sunrise Gold Circle	Rancho Cordova	CA	95742-6533	Branch		(916) 635-3448
Turf Star, Inc.	3928 N Blatella Lane	Fresno	CA	93727	Branch		(559) 277-7123
Turf Star, Inc.	2110 La Mirada Dr.	Vista	CA	92081	Branch		(760) 734-4285
Turf Star, Inc.	5869 South 194th Street	Kent	WA	98032	Branch	(253) 872-8858	(253) 872-6942
Turf Star, Inc.	2824 E. Garland	Spokane	WA	99207-5810	Branch	(509) 483-8665	(509) 483-7563
Turf Star, Inc.	11175 SW Ellisgen Way	Sherwood	OR	97140	Branch		
Turf Care Products Canada	200 Pony Drive	Newmarket	Ontario	L3Y 7B6	Headquarters	+1 905 836 0988	
Turf Care Products Canada	3155 Carp Rd. Unit #2.	Ottawa	Ontario	K0A 1L0	Branch	(613) 839-7474	(613) 839-0220
Turf Care Products Canada	2499 Rang St-Antoine	Vaudreuil-Dorion	Quebec	J7V 8P2	Branch	(450) 218-4544	(450) 218-4550
Turf Care Products Canada	196522 Hwy 119	Medina	Ontario	N0M 2G0	Branch	(519) 349-2400	(519) 349-2421
Oakcreek Golf & Turf	3816 - 64 Avenue SE	Calgary	Alberta	T2C 2B4	Headquarters	+1 403 279 2907	+1 403 236 7995
Oakcreek Golf & Turf	111 Eldorade Street	Warman	Saskatchewan	S0K-450	Branch		
Oakcreek Golf & Turf	15 - 4970 Polkey Road	Duncan	BC	V9L 6W3	Branch	+1 250 701 0766	+1 250 701 0767
Oakcreek Golf & Turf	18785 - 96 Avenue	Surrey	British Columbia	V4N 3P5	Branch		
Oakcreek Golf & Turf	8220 Davies Rd NW	Edmonton	Alberta	T6E 4N2	Branch	+1 780 469 2332	+1 780 466 2998
Oakcreek Golf & Turf	Kelowna Office	Kelowna	BC	V1Y 8A6	Branch	+1 250 860 5090	+1 250 860 5037
Tamarack Equipment	761 Symington Road	Winnipeg	Manitoba	R2J 4E6	Headquarters	+1 204 253 2900	+1 204 253 2934
Veseys Equipment	411 York Road	York	PE	C0A 1P0	Headquarters	+1 902 892 8873	

Procuring quality Toro grounds maintenance products is easy.







Available Now Through Our Cooperative Purchasing Partners

Toro is committed to creating the most durable, reliable and productive equipment and irrigation for golf & grounds professionals. With a wide range of innovative products to choose from, Toro has the right solution for any season. Contact your local Toro distributor today. **800-803-8676** **torogov.com**

OMNIA® PARTNERS

TORO®

Publicly solicited and awarded national agreement offering Toro equipment, attachments and accessories...









The Toro Company

Since 1914, Toro's heritage has been rooted in durable commercial equipment. Beginning with the first Toro machine ever built, we have been committed to creating durable and reliable equipment to help professionals do their job better and faster. Toro turf equipment continues to provide the enduring performance and quality required to establish and maintain an impeccable image.

The City of Mesa

The City of Mesa, AZ has publicly solicited and awarded an agreement for Parks and Golf Grounds Maintenance Equipment to The Toro Company. This cooperative purchasing agreement (**Contract #2017025**) is available to public agencies and non-profit entities nationwide via OMNIA Partners, Public Sector.

OMNIA Partners

OMNIA Partners, Public Sector is the nation's largest and most experienced cooperative purchasing organization dedicated to public sector procurement. Learn more at omniapartners.com/publicsector.

Award Highlights

- **Cooperative purchasing contract**
- **Publicly solicited and awarded**
- **RFP included public agency "piggy-backing" language**
- **Saves time, efforts & resources**
- **National aggregate pricing saves money**
- **Used equipment, financing & service contracts available**

OMNIA® PARTNERS

To register and participate, please visit:
omniapartners.com/publicsector

For additional information, contact your local Toro Commercial distributor at:

800-803-8676

torogov.com

TORO®

Count on it.

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

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

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

      Toro Commercial products are manufactured in Tomah, Wisconsin and aggregated at our distribution center, also located in Tomah, for shipment to distribution. All of our distributors keep an inventory of products in local stock and can expect new shipments from Tomah within 6 - 30 days, typically. The distributors then conduct any set-up and checkout of the products prior to shipment. Each distributor has exclusive and protected territory to sell Toro Commercial products to end users. Please refer to the 'Tab 2_Toro Distribution List' attached for a listing of distributors and contacts.

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

      Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products. See 'Tab 2_Toro Distribution List'.

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

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

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

      Typically, equipment is setup and delivered to customer's designated delivery location 2 – 30 business days after receipt of the purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesperson will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (See 'Tab 3_SNC Certificate of Delivery' attached). The customer retains a copy along with a binder including operator and parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesperson.

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

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

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

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

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

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

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

See 'Tab 2_Toro Distribution List' for a complete list of authorized dealers, by category.

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

Toro has been providing reporting to OMNIA Partners on a monthly bases as identified in the OMNIA Partners Administrative Agreement and will continue to comply with the requirements and format requested here within.

We will continue to provide Agency detail at the national and Agency level and provide Member numbers with each order, as available. Below is an example of the format Toro has been using for reporting sales to OMNIA Partners. Should the City of Mesa or OMNIA Partners' requirements change at any point throughout the term of this agreement, we will work with our administrative team to comply with updates or changes.



OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00							FOR OMNIA USE ONLY			
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00										
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

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

      Toro offers a full line of mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, slope mowers, four wheel steer mowers, snow removal attachments, synthetic turf groomers, compact utility loaders, transport and utility vehicles to meet the needs of any golf course, park, sports field and general grounds maintenance facility. See attachment 'Tab 3_SFG Catalog' for a list of commercial equipment dedicated to the public sector.

      *Due to size limitations, we are unable to upload our entire product or parts catalogs.

      - SPORTS FIELDS AND GROUNDS EQUIPMENT

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

      - GOLF COURSE MAINTENANCE EQUIPMENT

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

      - RELATED EQUIPMENT PARTS

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

      - USED EQUIPMENT

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

      - BALANCE OF LINE

        We are also including our Golf Irrigation, Residential Commercial Irrigation, Landscape Contractor Equipment (LCE), Sitework Systems (SWS), Ventrac, and BOSS equipment lines with our proposal.

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

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

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

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

Toro's standard Commercial Products Warranty states that "Your Toro Commercial product will be free from defects in materials or workmanship for two years or 1500 operational hours, whichever occurs first. Lithium-ion products have a 4-year warranty on the battery except for Workman products and they carry a 5-year warranty. Where a warrantable condition exists, we will repair the Product at no cost to you including diagnosis, labor, parts and transportation." Our standard Commercial Parts Warranty states 'your Toro Commercial Part to be free from defects in material or workmanship for ninety days, 1 year for complete engines."

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

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

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

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

See Warranty documents as follows:

The Toro Warranty

Two-Year or 1,500 Hours Limited Warranty

Conditions and Products Covered

The Toro Company warrants your Toro Commercial product ("Product") to be free from defects in materials or workmanship for 2 years or 1,500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.
* Product equipped with an hour meter.

Instructions for Obtaining Warranty Service

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

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

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

Owner Responsibilities

As the product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Repairs for product issues caused by failure to perform required maintenance and adjustments are not covered under this warranty.

Items and Conditions Not Covered

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

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products.
- Product failures which result from failure to perform recommended maintenance and/or adjustments.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts consumed through use that are not defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, flow meters, and check valves.
- Failures caused by outside influence, including, but not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration. Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows.

Parts

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

Deep Cycle and Lithium-Ion Battery Warranty

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Note: (Lithium-Ion battery only): Refer to the battery warranty for additional information.

Lifetime Crankshaft Warranty (ProStripe 02657 Model Only)

The Prostripe which is fitted with a genuine Toro Friction Disc and Crank-Safe Blade Brake Clutch (integrated Blade Brake Clutch (BBC) + Friction Disc assembly) as original equipment and used by the original purchaser in accordance with recommended operating and maintenance procedures, are covered by a Lifetime Warranty against engine crankshaft bending. Machines fitted with friction washers, Blade Brake Clutch (BBC) units and other such devices are not covered by the Lifetime Crankshaft Warranty.

Maintenance is at Owner's Expense

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

General Conditions

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

The Toro Company is not liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

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

Note Regarding Emissions Warranty

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

Countries Other than the United States or Canada

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

374-0253 Rev I

Battery Limited Warranty

Battery

The rechargeable lithium-ion battery is warranted to be free from defects in materials and workmanship for a period of years as listed in the table below. Over time, battery consumption reduces the amount of energy capacity (Amp-hours) available per full charge. Energy consumption varies due to operating characteristics, accessories, turf, terrain, adjustments, and temperature.

Product	Warranty Period
Vista Shuttle Vehicle	5 years
Workman Lithium Utility Vehicle	5 years
Greensmaster eTriFlex 3370 Traction Unit	4 years
Greensmaster eFlex 1021/e1021 Greensmower	4 years
Groundsmaster e3200 Traction Unit	3 years or 2,000 hours

374-0335 Rev B

TORO PROTECTION PLUS COMMERCIAL EQUIPMENT PLAN

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

COMPREHENSIVE PROTECTION

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

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to $77 for mobile service or $0.58/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess.

DRIVETRAIN PROTECTION

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

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

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

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to one hour of posted shop labor rate for mobile service or $0.58/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess.

TORO PROTECTION PLUS
P. O. Box 19326 • Lenexa, KS 66285

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

Customer Service: tppsales@toro.com
Claims Inquiries: tppclaims@toro.com

Rev. 12/1/2019

COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

MECHANICAL BREAKDOWN COVERAGE:

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

TERM:

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

LIMIT OF LIABILITY:

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

CUSTOMER RESPONSIBILITIES:

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

IN THE EVENT OF A MECHANICAL BREAKDOWN, CUSTOMER MUST:

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

EXCLUSIONS – COVERAGE SHALL NOT APPLY:

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

TRANSFER PROVISION:

Coverage may be transferred to any new owner until such time as this Plan expires, subject to application approval and payment of $50 fee. Change in ownership of the equipment must be reported to TORO PROTECTION PLUS Administrators within 45 days of change of ownership.

CANCELLATION PROVISION:

This Plan may be cancelled by the Customer upon giving written notice to the Toro Distributor indicating when the cancellation is to be effective. In the event of cancellation, the Distributor will refund the unearned Plan price calculated on a Pro-Rata method reflecting the days in force, less any prior claim payments, or a minimum service charge of $50 (which ever is greater), unless otherwise prohibited by law. The days in force are calculated from the Toro Warranty Start Date indicated on the front of this plan to the effective cancellation date. If the equipment described and this Plan have been financed through a lender and Customer defaults in the repayment obligation to that lender, the Toro reserves the right to either cancel this Plan or transfer the rights under this Plan to that lender.

Rev. 12/1/2019

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

Alternative Fuels

A number of years ago, The Toro Company saw the need to evaluate and approve the use of biodiesel fuels in our products. We conducted an extensive, multi-year test program to approve the use of biodiesel fuels. As a result of the testing, all Toro diesel products are approved for the use of B20 fuels. We made the necessary changes to the machines that allow the use of that mix. We are willing to work with specific customers and allow the use of B100 fuel is special situations. The machines will function well on B100 fuel but some caution must be taken. Cold temperatures can cause the fuel to jell. It is also necessary to change fuel filters on a more regular basis. We would be happy to work with you to use B100 fuel successfully.

Propane is another choice that we offer on a few products. Properly designed propane powered products can be a good choice. We have engineered the products to have the correct engines and fuel systems so that they perform up to customer expectations. Propane requires convenient access to a fuel supply. It is also a less dense fuel that is typically stored in cylindrical tanks. The product range is somewhat less than an equivalent gasoline powered machine. Propane powered machines also tend to struggle a bit in cold temperatures because it is necessary for the fuel to vaporize. If the customer has a readily available supply of fuel and the site and use practice allow, propane can be a lower cost and lower carbon impact choice.

With the full implementation of the Tier 4 final EPA emission requirements, all of our products are in full compliance with the applicable rules. These products work very well and have lower emissions and somewhat improved fuel economy.

Fuel Efficiency

One of the ways to reduce the impact of the product is to improve the fuel efficiency, essentially increase the “mileage” of the product. We have done some extensive studies on how fuel is used and have identified some improvements that we have implemented. We have implemented a technology that we call SmartCool™. It more actively decides when it is necessary to run the cooling system on the machine. This reduces fuel consumption in two ways. One, it does not waste energy to run the fan when it is not required. Secondly, it allows the machines systems to run at optimum temperature again assuring fuel is not wasted.

We have also implemented a technology that we call SmartPower™. In order to make sure that a product meets customer expectation, it is necessary to make sure that the machine has more power than needed in all conditions. As a result of extensive studies of machine usage, we found that the peak power demand were very short duration and were only in special situations. These peaks caused us to put a larger than necessary engine on the machine resulting more fuel consumption. SmartPower™ actively manages the power demand by monitoring the inputs from the operator and clipping the demands by not allowing the machine to exceed it capabilities. This allows us to utilize a smaller, more fuel efficient engine. Machine performance on machines with SmartPower™ is equivalent to machines that do not have the technology with lower fuel consumption. This feature allows an inexperienced operator to be more productive than a seasoned veteran.

The GM5900/5910 delivers improved horsepower efficiency through innovations to the hydraulic systems, the electric cooling system and cutting system improvements, which reduces power usage. Because of these innovations, we have a demonstrated up to a 30% improvement in fuel consumption.



Hybrid Electric

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



All Electric Products

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

As of today, we have developed and offer for sale a Greensmaster® eFlex® and eTriFlex® greens mower that utilizes state of the art brushless DC electric motors and advanced Li-Ion battery system. The battery is designed to last for 5 years and provide sufficient runtime to mow the expected number of greens and to power the key desired accessories such as groomers and lights.



New to the market for 2024 is the Groundsmaster e3200 electric power out-front rotary mower. This is a 2 wheel drive unit with on-board charger, seat options and the choice of a 60" side discharge or rear discharge deck. The e3200 offers no compromise power and performance, and comes standard with 11 HyperCell batteries. HyperCell is a patent-pending Toro designed and developed lithium-ion battery technology that is good for the life of the machine. If needed, can be configured with up to 17 batteries to achieve all-day runtime in more challenging conditions. This unit operates more quietly than traditional diesel power units and produces zero tailpipe emissions. Because it uses no fuel, and requires less maintenance (i.e., filters, belts, fluids), the e3200 provides operational savings versus diesel powered units.





Toro also offers three utility vehicles powered by the patent-pending, Toro designed and developed, lithium-ion battery technology. Details below.

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

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

TTC is proud to have earned several awards in 2022 in recognition of our product innovation, environmental leadership and community support. These include:

- U.S. Environmental Protection Agency (EPA), WaterSense® 2022 Excellence Award, 8th consecutive year
- Association of Plastic Recyclers, 2022 Recycling Demand Champion
- Worth Magazine, 10 Most Sustainable Companies 2022
- FOCUS ON ENERGY® 2022 Energy Efficiency Excellence Award for the Tomah, Wisconsin, facility
- Equipment Today, 2022 Contractors' Top New Products
- Rental Magazine, 2022 Editor's Choice Award winner
- Construction Equipment, Top 100 New Products of 2022
- Wisconsin Department of Natural Resources, Green Tier Recipient, 10th consecutive year for the Tomah, Wisconsin, facility
- Green Industry Pros, 2022 Editor's Choice Awards
- Keep Riverside Clean & Beautiful, 2022 Sponsor of the Year Award

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

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

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

GM3500: Sidewinder® feature
The Sidewinder cutting units shift left and right a total of 24 inches (61 cm). This increases the cutting unit overhang for precise trimming. The tire tracks can also be shifted within the mowing path to reduce wear on the turf.

Greensmaster eTriFlex 3360 and 3370: Radius Dependent Speed (RDS) System
Provides optimal perimeter cut performance by maintaining consistent cutting unit clip rate in turns on each individual reel regardless of machine speed or turn angle. Individual wheel speed control is also maintained during turns for reduced wheel scrubbing on turf.

GM5900, GM4000, GM4100, GM4500, GM4700: SmartCool™ System
The SmartCool hydraulically driven cooling fan automatically reverses to blow off chaff buildup on the top and rear air intake screens. The reversal is triggered by rising coolant temperature, hydraulic oil temperature, or air intake temperature. Toro.com/5900

GM5910, GM4010, GM4110:
Factory installed safety cab, competitors have cabs installed by distributor. The factory-installed cab unit includes an integrated four post ROPS, and provides an exceptionally quiet and comfortable environment for the operator. The low profile air conditioning and heating unit is built into the headliner of the cab for increased clearance under trees and storage areas.

The front and rear windows open to allow fresh air to the interior of the cab and a front wiper and washer keeps the windshield clean.

GM7210: Polar Trac system, only zero-turn mower that converts to a winter tracked snow and ice removal/treatment machine

- Converts the Groundsmaster® 7210 into a snow removal machine complete with two rubber tracks and a climate control cab
- Track tread is designed for slick ground such as an ice rink
- Switch between snow attachments in minutes
- POLAR TRAC™ attachments: snow blower, rotary broom, angled snow blade, and v-plow

GM5900: InfoCenter™

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

Groundsmaster 5900 and 4000 series: bi-directional impact absorption on wing decks up to 5 mph.

Groundsmaster 4300-4WD: CrossTrax all–wheel drive system

Reelmaster 5010-H Hybrid Fueled Reel Mower

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

EdgeSeries Reels and EdgeMax Bedknives

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

ProCore 648s

Wheel Placement

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

Series/Parallel 3WD

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

TrueCore™ Ground Following System

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

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

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

ProCore 864/1298
Tine Guide Mechanism
Ensures tines remain vertical as they enter and exit the ground. This produce consistently clean holes for better looking turf and easier top dressing fill.
Precision Balanced Drive System
Toro's precision balanced coring heads provide exceptionally smooth operation allowing the operator to run the unit in the up position. This simplifies operator interface and improves efficiency.

Articulating Coring Heads (1298)
The ProCore 1298 features two independent coring heads that articulate for exceptional ground following.

ProCore SR Series (deep tine)
Hydraulic depth control
Allows operator to easily and quickly adjust aeration depth on the fly from the tractor's seat
Intelligently Engineered
Unique geometry of the aerator maintains tine-to-turf engagement angle as depth is adjusted. This provides consistent aeration across the depth spectrum without additional adjustments

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

The GreensPro features an integrated trailer allowing for simple and fast transport. Many competitive models require a separate trailer which makes transport slower and often requires flat ground for the roller to be dismounted
Familiar Steering
The GreensPro 1200 is controlled by a steering wheel which is familiar to most operators. Other rollers have a variety of steering techniques providing a steeper learning curve and can challenging and less safe for new operators.

ProStripe 560
Simple Height of Cut Adjustment
The cutting height on the ProStripe 560 can be adjusted via a single lever. Competitive models feature three points to adjust cutting height which is more complicated and more likely for error.

Split Rear Roller

The ProStripe 560 features a split differential allowing each half of the roller to move independently. This feature provides two key benefits: (1) It helps protect turf from scuffing in sharp turns; (2) It provides the needed flexibility for the ProStripe to mow a wider variety of locations competitive models cannot easily operate.

FieldPro 6040

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhors features efficient operation with the innovative MultiTool™, ergonomic operator comfort, and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results.

- Consistent Results – The rugged chassis, commercial-grade components, and wide range of attachments produce major league playing surfaces for your home field.
- More Efficient – Four tools can be carried at once, dramatically reducing time spent preparing infields while allowing the operator to scarify, grade and drag smooth in a single pass.
- Increased Versatility – Dozens of Toro Sand Pro®, Bullseye™ and third-party attachments easily make the Field Pro 6040 the go-to, start-to-finish ball field maintenance machine.

MP 5800

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

GeoLink

GeoLink® is the industry’s first turf-based precision spray system. Turf professionals will benefit from substantial chemical savings thanks to individual nozzle control and sub-inch accuracy. Reporting is simple with GeoLink; application rates, coverage maps, area and volume data are easily downloaded for thorough record keeping. The weatherproof touchscreen is rugged enough to withstand the most challenging conditions and makes

- application programming straightforward with just the touch of a button.

Workman GTX utility vehicle

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

- Comfort: incorporating a split frame and gimbal joint which isolate movement away from the operator while keeping the bed stable. This class-exclusive feature increase comfort, reduces operator fatigue, and increases safety by keeping all four wheels solidly on the ground.

- Versatility: Featuring hundreds of configurable options that include front and rear attachments, including trash can mount, hose reel, walk spreader mount, four and six foot flat bed options, and a bed rack with easily customizable attachment points for string trimmers and other tools. The Workman GTX can also be stretched from two to four seats with an extension kit.
- Power: choice of an EFI gasoline engine, 48-volt Lead-acid electric or Lithium-ion electric provide the performance to tow 1,500 lbs, or a total vehicle capacity of 1200 lbs.
- Control: Class-exclusive hydraulic disc brakes give reliable and consistent stopping power, while the coil-over shocks deliver a smoother ride, minimizing operator fatigue.

Workman MDX utility vehicle

Available in either gasoline or Lithium-ion electric. The Lithium Powered MDX utilizes Toro's patent-pending Lithium-ion HyperCell batteries that provide extended battery power for consistent performance over the life of the vehicle. The MDX Lithium quickly charges overnight, keeping you running all day long.

SRQ™ - Superior Ride Quality

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

Active In-Frame™ Twister Joint

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

Operator/Passenger Platform

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

Payload Capacity

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

Rugged Body Styling

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

Durable Plastic Cargo Bed

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

Workman HDX Series utility vehicles

Tough Frames

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

On Demand 4-wheel Drive
The Workman is available with an on-demand four-wheel drive system that delivers surefooted traction in forward and reverse, without damaging your turf.

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

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

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

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

Payload Capacity
The Workman® HDX vehicle provides a total payload capacity of up to 3,352 lbs. (1,524 kg).

Workman UTX
The Workman UTX is a straightforward, no-nonsense, 4-wheel drive utility vehicle built to stand up to the toughest tests without compromising performance. With standard commercial-grade components, the highest payload in its class, and a proprietary speed control system, it's designed for the rigors of a long work week, not a few hours of recreation on the weekends. The Workman UTX has the muscle to blast through snowdrifts while still maintaining the ability to regulate speed and sound in sensitive areas. To raise the standard further, every Workman UTX features an integrated plow mount, power steering, turn signals, brake lights, and a spray-on bed liner. UTX Series vehicles have up to 2,000lb. towing capacity and 1,250lb. cargo capacity.

- Commercial-Grade Tough
  With a rock-solid, high-strength steel frame, integrated plow mount, selectable 4WD with front and rear differential locks and oversized shocks, bearings and bushings the Workman UTX is up to any challenge.

- Capable of Doing Any Job
  A ton (2,000 lbs. / 907 kg) of towing, 25% more cargo capacity than competitors and two standard 2" (5 cm) receivers (front and rear) gives the Workman UTX the means to tackle any job.

- All-Day & All-Season Comfort
  2 or 4-passenger models make sure you have the room for you and your crew and a climate controlled cab keeps them comfortable in any conditions.
- Precision Control
  A proprietary system allows for the perfect amount of power to be applied to the job, no matter the desired ground speed. This can mean lower RPMs, and with it lower fuel consumption and sound, or higher RPMs for more power to push snow or haul a heavy load.
- Versatile Performance
  The Workman UTX is made to work in multiple environments. Its road ready with standard LED headlights, turn signals, hazards and brake lights and built to handle snow and ice like a BOSS®.

Vista

Built for work and designed for comfort, Toro Vista provides transportation across any property with ease. Vista is available in 4-, 6-, and 8-passenger models. The polar white body and assortment of accessories allow for easy customization no matter the venue. Toro Vista is the perfect choice for any campus, event space, resort, and more. Impress your guests with quick and convenient transportation in the Toro Vista

- Power – Choose between HyperCell® Lithium-ion Battery or EFI gas engine to power your 4, 6, or 8-passenger shuttle. Need more run time? Add an additional battery on your Lithium models.
- Heavy-Duty Frames – The frame of each shuttle size is specifically designed to handle the anticipated weight. No need to worry about a bowed frame after years of use.
- Comfort – Comfort was top of mind when designing the shuttle with both the driver and passengers in mind. Experience ample storage, legroom, independent suspension, and ergonomic design throughout.
- Parking Convenience – The electronically controlled parking brake seamlessly activates once the vehicle comes to a stop and deactivates when the driver presses the pedal (on Li models).

Pro Force Blower

Wireless Remote Control

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

Efficient Turbine-type Fan Assembly Design

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

Durable Nozzle

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

Electronic Governor

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

Fully Enclosed Exhaust System
Muffler enclosed in protective cage for increased operator safety.

Heavy-Duty Trailer & Tow Hitch
Height and length of tow hitch are adjustable to accommodate different towing utility vehicles. DOT approved trailer version also available.

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

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

All Toro equipment meets current Tier 4 Final requirements.

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

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

i. Completed “Sample Equipment Specifications” (Attachment C)

See attachment ‘Tab 3_Attachment C – Sample Equipment Specifications’

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

See ‘Tab 3_SP3040_5040 Golf Sell Sheet’; ‘Tab 3_Workman HD_Sell_Sheet’; ‘Tab 3_RM3100_Sell_Sheet’; ‘Tab 3_GM4100_4110_Sell_Sheet’; ‘Tab 3_z-master-4000-zero-turn-sell-sheet’ for descriptive literature and specification for each of the items referenced in Attachment C.

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

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

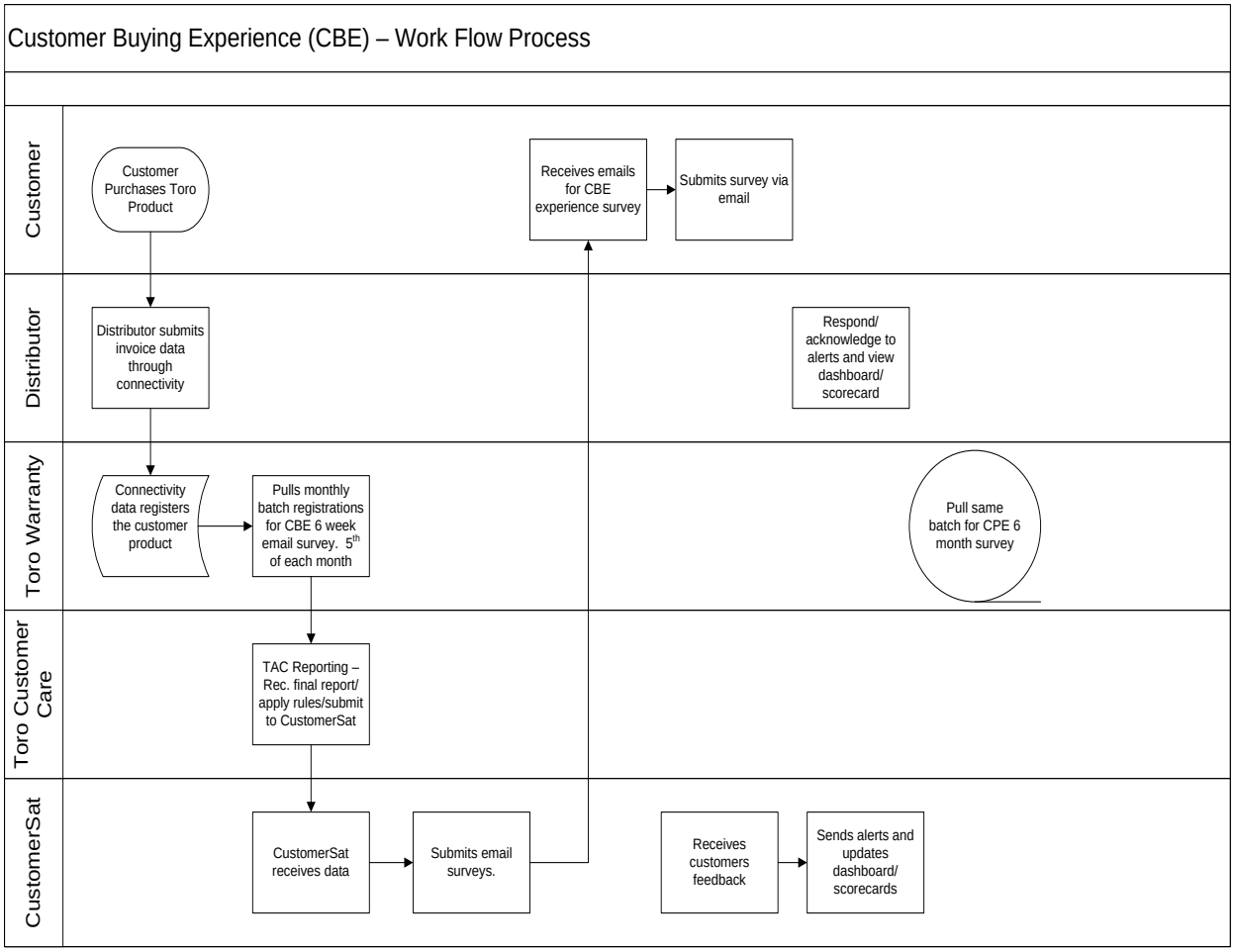
l. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the proposal.

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

      1. Provide detailed information explaining your service capabilities. CHARTS

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

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



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

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

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

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

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

   Our experience shows that annual usage for the Southwest part of the United States is about 800 hours per year. Usage of equipment such as utility vehicles and bunker rakes is much less than that. We have included our preventive maintenance schedules and typical replacement parts, such as filters and blades, for each of the pieces identified in Attachment C, see attachment 'Tab 3_Cycle Cost Information'. As far as useful life and salvage value, there are so many variables that go along with this that it is difficult to provide information. It is dependent on how you operate the equipment, the conditions in which you operate, and the maintenance practices performed. We will note that Toro equipment typically has a higher residual value for off-lease items than our competitors.

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

   1. How will equipment training be conducted?

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

   2. Describe the training curriculum for the equipment operators.

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

   3. Describe the training curriculum for the service technicians.

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

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

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

4. How will you accommodate various work shifts?

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

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

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

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

   A train the trainer program is available upon request, schedules permitting. These sessions can be conducted ‘live’ or online and may be recorded for future use by the agency.

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

   In order to provide the best customer service possible, distributor technicians undergo a rigorous training program consisting of online learning and practical hands-on exercises. The below curriculum is currently available to technicians.

Commercial Technical Education Pathways	Duration (min)*	Technical Basics	System Qualifications: Engine Control Systems	Toro Intermediate Hydraulics	Toro Intermediate Electrical/Electronics	Hybrid/Alternative Power Systems	Digital and Autonomous Solutions	Climate Control Systems	Product Qualifications: Reel Mowers	Rotary Mowers	Vehicles	Sprayers	Specialty Equipment
Commercial Technical Basics													
Basic Troubleshooting (GEARS) for Service Technicians	30	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Electrical	90	X	X	X	X	X	X	X	X	X	X	X	X
Toro Electrical Assessment	60	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Hydraulics	180	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Engines	60	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Drivelines	30	X	X	X	X	X	X	X	X	X	X	X	X
Charging and Starting System Basics - Delco Remy	120	X	X	X	X	X	X	X	X	X	X	X	X
Introduction to Lead Acid Batteries	25	X	X	X	X	X	X	X	X	X	X	X	X
Basics of Agronomy	30	X	X	X	X	X	X	X	X	X	X	X	X
Product Courses													
Introduction to Commercial Products	15								X	X	X	X	X
Introduction to Reel Mowers	105								X				
Greensmaster 1000 Service Quick Hit	15								X				
Introduction to eTriFlex	100								X				
Greensmaster Flex 1018/1021 Service Quick Hit	15								X				
Introduction to Rotary Mowers	60									X			
Groundsmaster 3200/3300 Service Quick Hit	15									X			
Groundsmaster 3200/3300 Accessories Quick Hit	15									X			
ProLine H800 Service Quick Hit	15									X			
Introduction to Outcross 9060	60										X		
Workman Utility Vehicles Overview	15										X		
Workman UTX Commercial Service Quick Hit	20										X		
Introduction to Sprayers	90											X	
Introduction to Specialty Equipment	20												X
Bullseye Products: Introduction for Service	80												X
PC648 Overview & Maintenaince	20												X
Field Pro 6040 Commecial Service Quick Hit	15												X
Greensmaster 1000 Service Quick Hit	15								X				
Toro Systems													
Engine Control Systems													
Basic Tier 4	20		X						X	X			
Electronic Control Unit System	45		X						X	X	X		
High Pressure Common Rail (HPCR) Fuel Injection System	25		X						X	X	X		
Introduction to Yanmar SMARTASSIST Direct	45		X						X	X	X		
Yanmar Regeneration	15		X						X	X	X		
Troubleshooting Using SMARTASSIST Direct	15		X						X	X	X		
Yanmar Tier 4 Webinar Series	360		X						X	X			
Hybrid Systems													
Hybrid Technology	60					X			X				
Hybrid Webinar Series	240					X			X				
Introduction to Lithium-Ion Batteries (F20)	25					X			X		X		
Testing and Troubleshooting Lithium-Ion Systems (F21)	25					X			X		X		
Toro Electronics													
CAN Bus System Fundamentals	20				X	X	X		X	X	X	X	X
Cultivation, Agronomics & ACA													
Aeration Technology Overview	45												X
After Aeration Appearance and Troubleshooting	20												X
Introduction to Aftercut Appearance	15								X				
Troubleshooting Aftercut Appearance	10								X				
Webinar: Aftercut Appearance 2022 - 1 of 2	60								X				
Webinar: Troubleshooting Aftercut Appearance Webinar 2 of 2	60								X				
GeoSystems													
Introduction to GeoLink	70						X						
GeoLink Introductory Video Series	15						X						
GeoLink Solutions Product Quick Hit	15						X						
Introduction to AutoSteer	15						X						
Robotics Fundamentals	30						X						
Diagnostics													
Toro Diagnostic Software Tools	50		X	X	X	X	X	X	X	X	X	X	X
Instructor-Led Courses													
Teaming with Toro	24h	Optional, but recommended for all.											
Hands-On Tier 4	16h		X						X	X	X		
Hands-On eTriFlex Riding Greensmower	16h								X				
Hands-On Outcross	16h										X		
Hands-On Sprayers	16h											X	
Virtual GeoLink & AutoSteer	12h						X					X	

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

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

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

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

      Typically, equipment is setup and delivered to the customer's designated delivery location 4-6 weeks after receipt of purchase order. Delivery times vary based on the type of equipment. Any delivery dates noted on the customer's PO are honored. If for some reason a deadline cannot be met, the salesman will work closely with the customer to find a mutual solution. A Certificate of Delivery accompanies each piece of new Toro equipment. (see 'Tab 3_SNC Certificate of Delivery' attached). The customer retains a copy along with a binder including operator parts manuals along with any other documentation pertaining to that specific piece of equipment. Updates for delivery dates are communicated by the salesman. There really are no cut off dates unless a customer is trying to order before a price increase. Again the salesman would communicate this information to the customer.

      Due to the volatility in pricing over the past few years, customer may opt to use a Budgetary Cap pricing model that locks in a not to exceed price at the time of order so the Agency can set a budget "cap" for their products. If prices do not increase to the budgetary cap amount, the product will be repriced at the time of delivery to the current contract price, whichever is lower.

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

      Invoicing is done daily for all deliveries made that day. Invoices can be sent electronically (emailed) or mailed depending on the customer's needs. Statements are typically mailed, but can be setup to be sent electronically (email). See attachment 'Tab 3_Sample Invoice.

6. Other

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

7. Describe any government rebate programs that are offered.

A volume-based “Smart Value Program” is part of our offering that incentivizes agencies to spend more and/or rewards agencies that have higher spend volumes by offering ‘Free Goods’ based on their total spend amount. As such, we encourage our dealers/distributors to work with their customers to review their usage on a regular basis and identify any costs savings opportunities that may exist. Agencies are then allowed to use these ‘Free Goods’ to purchase service, parts, or wholegoods based on the amount they receive. At minimum, this is done annually, but it is encouraged to be reviewed quarterly so that we can continue to identify additional support for agencies throughout the year. Smart Value goods are based on individual POs and may not be combined with multiple POs, unless approved by Toro. See below for details.

Toro Commercial Purchases	Customer Free Goods $	Toro Commercial Purchases	Customer Free Goods $
$200K-$249K	$4,500	$550K-$599K	$20,000
$250K-$299K	$6,000	$600K-$649K	$22,000
$300K-$349K	$10,000	$650K-$699K	$24,000
$350K-$399K	$12,000	$700K-$749K	$26,000
$400K-$449K	$14,000	$750K-$799K	$28,000
$450K-$499K	$16,000	$800K-$849K	$30,000
$500K-$549K	$18,000	$850K*	$32,000

*"Free Goods" increase $2,000 for every additional $50,000 in purchases.

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

BUNKER RAKE SPECIFICATIONS SP5040			
Item 1			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
V-Twin cylinder, 4-cycle, OHV.	Y	N	
18 hp (13.4 kW) @ 3600 rpm.	Y	N	
Displacement: 34.8 cu. in. (570 cc)	Y	N	
Oil capacity: 1.75 quart (1.8 liter)	Y	N	
Cooling: Air (high flow blower)	Y	N	
Air cleaner system: Remote mounted 3-phase Donaldson® air cleaner	Y	N	
TRACTION			
Drive: Direct driven hydrostatic variable speed displacement piston pump to 3 hydraulic motors for 3WD, hydraulic traction system.	Y	N	
Brakes: Dynamic braking through the hydrostatic transmission, hand actuated brake lever.	Y	N	
Hydraulic oil: 5.0 gallon (18.9 liter). 10 micron replaceable cartridge.	Y	N	
Main frame: Welded rectangular tubular steel frame construction.	Y	N	
Controls: Hand operated choke, throttle, and hydraulic control for raising/lowering with float.	Y	N	
GROUND SPEED			
Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	Y	N	
ELECTRICAL			
Battery: 12 volt, 15 amp., 300 CCA @ 0 F	Y	N	
Starter: 12 volt electric	Y	N	
Light kit	Y	N	Provisions for light kit
STEERING			
Hydraulic Power Steering	Y	N	
OTHER CHARACTERISTICS			
Rear Rake and Frame	Y	N	
Ground Clearance: 6.0”	Y	N	

HEAVY DUTY UTILITY VEHICLE SPECIFICATIONS Workman HDX Series			
Item 2			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE			
v-twin 4-cycle, OHV gas, liquid-cooled, gasoline powered engine	Y	N	

Horsepower- 28 HP	Y	N	
Torque 40.8	Y	N	
Displacement – 69 cu. in. (747 cc)	Y	N	58 cu. In. (950cc)
Oil Capacity – 2 qts.	Y	N	
Governor type – Mechanical centrifugal	Y	N	
Lube Oil Filter – Full flow with spin-on oil filter	Y	N	
Lubrication – Full-pressure lubrication	Y	N	
Starting System – 12-volt starter	Y	N	
In Line Fuel Filter	Y	N	
PAYLOAD CAPACITY			
Rated Capacity – approx. 3,295 lbs	Y	N	
DRIVETRAIN			
Auto Transmission w/ Electric Differential Lock	Y	N	
ELECTRICAL SYSTEM			
Lights – Two seated high/low-beam headlights; stoplight/taillight	Y	N	Twin halogen headlights and dual taillights actuated by switch on dash. Dual brake lights actuated by brake pedal.
Fuel Injected w/ Electric Choke	Y	N	
Hydraulic System – 6.8 gal. (25.7) capacity; 25- micron, full-flow filtration; biodegradable fluid; oil cooler standard	Y	N	4 gpm (15 lpm) gear pump provides hydraulic flow for power steering and lift in series. Lift control valve with quick disconnects for dual lift cylinders or for attachments when quick disconnects are switched. 8 quart total capacity.
STEERING			
Automotive power steering	Y	N	
BRAKES			
Hydraulic disc brakes, self-adjusting on all wheels, mechanical cable actuated caliper parking brake on rear wheels	Y	N	

REEL MOWER 72" WITH SIDEWINDER SPECIFICATIONS RM3100		
Item 3		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE		
Power = 18 HP	Y N	
Type = Diesel powered	Y N	
CAPACITIES		
Fuel Capacity = 7.5 gal	Y N	
Hydraulic Oil = 6.0 gal	Y N	
DRIVE SYSTEM		

Traction Drive = Hydrostatic drive with variable speed in forward and reverse.	Y	N	
IMPLEMENT DRIVE			
Hydraulic drive, cutting units interchangeable	Y	N	
CUTTING UNITS			
Number = 3	Y	N	
Number of blades = 11	Y	N	
BEDKNIVES Adjustment= Dual Precision Adjustment	Y	N	
Reel Frame	Y	N	
Reel Diameter = 7”	Y	N	
OTHER STANDARD EQUIPMENT			
STEERING			
Power	Y	N	
Gas Shock	Y	N	Not sure what this would be referencing under steering?
CONTROLS			
LED Light Kit	Y	N	LED Light kit is an optional accessory
Raise / lower mow lever (joystick)	Y	N	

WIDE AREA ROTARY MOWER SPECIFICATIONS GM4100		
Item 4		
ITEM/MINIMUM REQUIREMENT	**COMPLY?**	**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES		
ENGINE		
55 HP, Liquid Cooled Turbo Charged Diesel	Y N	
AIR CLEANER		
Dry, replaceable primary and safety elements	Y N	
RADIATOR		
Rear-mount cross-flow, 7-row, 5-fins per inch, 13 quart (10.4 liter) capacity	Y N	Comply with Rear Mount, Cross Flow, our fins are 6.3" and the unit has a 9 quart capacity
FUEL CAPACITY		
Approx. 22 gallon (72 liter) diesel fuel/biodiesel B-20	Y N	21 Gallon Capacity
DRIVE SYSTEM		
TRACTION DRIVE		

Full time bi-directional hydrostatic, closed-loop, 4wd transmission, variable displacement piston pump with servo controls powers fixed displacement piston motors which drive single action reduction planetary gear assemblies at each front wheel. Parallel hydraulic flow powers fixed displacement piston motor, which drives mechanical axle in rear. 2wd in forward (transport) range.	Y	N	Similar but not identical: Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) optional on Groundsmaster 4100-D models. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
HYDRAULICS/COOLING			
12 gallon capacity 2 micron remote spin-on filter. 19 row, single pass cooler with tilt out for cleaning.	Y	N	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. Single pass cooler, 6.3 fins per inch, SmartCool® variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
OTHER CHARACTERISTICS			
DIAGNOSTICS			
Diagnostics pressure test ports: forward and reverse traction, left, center, and right decks. Reverse 4WD, lift, and steering. Charge and deck counterbalance circuits.	Y	N	
INTERLOCKS			
Prevents engines from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat with deck engaged, engine stops. Mowing only permitted in low range. Engine stops if parking brake engaged and traction pedal not in neutral. Deck transport latches.	Y	N	
CUTTING UNITS			
WIDTH OF CUT			
Overall approx. 109” . Center deck 54”. Two 37” Wings all upfront	Y	N	The math doesn't add up in your example. Overall: 124" (315 cm), Center deck section: 54" (137.1 cm), Two 37" (93 cm) width of cut wings. 89" (226 cm) width of cut with one wing up.
MOWING RATES			

Mows up to 6.5 acres/hr at 7 Mph assuming no overlaps or stops	Y	N	
OTHER STANDARD EQUIPMENT			
Light Kit	Y	N	
Canopy	Y	N	

ZERO TURN MOWER WITH COLLECTION UNIT SPECIFICATIONS Z-Master 4000			
Item 5			
ITEM/MINIMUM REQUIREMENT	**COMPLY?**		**VENDOR EXCEPTION/ALTERNATIVE**
ENGINE AND CAPACITIES			
ENGINE			
24.5 hp Gasoline	Y	N	
FUEL CAPACITY			
10 gallons gasoline	Y	N	
CONTROLS			
Foot operated height of cut	Y	N	
Steering control 1.4" diameter grips, Adjustable	Y	N	
Up to 10 mph forward speed	Y	N	
CUTTING UNIT			
.204 in. heat treated steel	Y	N	
Balde Tip speed 18,500 ft/min	Y	N	
OTHER EQUIPMENT			
Rear roller Powered brushes	Y	N	
Air-ride seat	Y	N	Deluxe Suspension included - MyRIDE Air-ride seats are available on other Toro Zero-Turn units.
Sun Shade	Y	N	Optional accessory

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

Item #1 Bunker Rake

TORO *QUICK* SERVICE REFERENCE

SAND PRO 3040 & 5040

Model All Models Serial 260000001 & Up

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

*Indicates Briggs & Stratton Part Numbers

Maintenance

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

⚠

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

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

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 8 operating hours	• Torque the wheel lug nuts. • Change the engine oil and filter. • Change the hydraulic filter.
Before each use or daily	• Check the engine oil level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the condition of the hydraulic lines and hoses. • Inspect and clean the machine.
Every 25 hours	• Check the battery fluid level and the cable connections.
Every 50 hours	• Change the engine oil and filter.
Every 100 hours	• Torque the wheel lug nuts. • Grease the machine.
Every 200 hours	• Replace the air filter.
Every 400 hours	• Change the hydraulic system oil and filter.
Every 800 hours	• Replace the spark plugs. • Replace the fuel filter. • Decarbon the combustion chamber. • Adjust the valves and torque head. • Check the engine RPM (at idle and full throttle). • Drain and clean the fuel tank.
Every 1,500 hours	• Replace moving hoses. • Replace the neutral and seat interlock switches.

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

Items #2 Heavy Duty Utility Vehicle

TORO *QUICK* SERVICE REFERENCE

WORKMAN HDX

Model All Models **Serial** 290000001 & Up

Engine Brand ..... B&S Daihatsu
Engine Oil *(Chart E)*.....*3.5Qts*..... SAE, 10W30 CI or higher
Engine Oil Filter 108-3842
Trans/Hydraulic Oil *(Chart T)*...*7.5Qts*... UTHF
Trans/Hydraulic Filter 54-0110
Air Filter 108-3811
Fuel Filter 115-7854
Front Differential *(Chart T)*.....*1Qts* ..... UTHF
Tire Pressure ..... 32 PSI (Front)
18 PSI (Rear)
Coolant Type.....*4Qts* ..... Ethylene Glycol, Water
(50/50 mix)

*Indicates Briggs & Stratton Parts Number

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 2 hours	• Torque the front and rear wheel nuts.
After the first 8 hours	• Check condition and tension of the alternator belt.
After the first 10 hours	• Torque the front and rear wheel nuts. • Check the adjustment of the shift cables. • Check the adjustment of the parking brake. • Replace the hydraulic filter. • Change the high flow hydraulic oil filter (TC Models only)
After the first 50 hours	• Change engine oil and filter.
Before each use or daily	• Check engine oil level. • Check the level of coolant. • Check the transaxle/hydraulic fluid level. • Check the high flow hydraulic fluid level (TC models only). • Check the tire pressure. • Check the brake fluid level. • Check the operation of the interlock system. • Remove debris from the engine area and radiator. (Clean more frequently in dirty conditions.)
Every 50 hours	• Check the battery fluid level. (Every 30 days if in storage) • Check the battery cable connections.
Every 100 hours	• Check the level of front differential oil (four wheel drive models only). • Grease all bearings and bushings. (Lubricate more frequently in heavy duty applications) • Check the condition of the tires.
Every 150 hours	• Change engine oil and filter.

Maintenance Service Interval	Maintenance Procedure
Every 200 hours	• Torque the front and rear wheel nuts. • Change the air cleaner filter. (more frequently in dusty or dirty conditions) • Inspect the constant velocity boot for cracks, holes, or a loose clamp. • Check the adjustment of the shift cables. • Check the adjustment of the high–low cable. • Check the adjustment of the differential lock cable. • Check the adjustment of the parking brake. • Check the adjustment of the brake pedal. • Check condition and tension of the alternator belt. • Check the adjustment of the clutch pedal. • Inspect the service and parking brakes.
Every 400 hours	• Inspect or replace the spark plugs. • Replace the fuel filter. • Check the fuel lines and connections. • Check the front wheel alignment. • Visually inspect the brakes for worn brake shoes.
Every 800 hours	• Change the front differential oil. • Change the hydraulic fluid and clean the strainer. • Replace the hydraulic filter. • Change the high flow hydraulic oil (TC Models only) • Change the high flow hydraulic oil filter (TC Models only)
Every 1,000 hours	• Change the brake fluid. • Drain/flush the fuel tank. • Flush/replace the coolant system fluid.
Yearly	• Complete all yearly maintenance procedures specified in the Engine Operator's Manual.

Item #3 Reel Mower 72" with Sidewinder

TORO *QUICK* SERVICE REFERENCE

REELMASTER 3100 D

Model All Models **Serial** 290000001 & Up

Engine Brand ..... Kubota

Engine Oil (*Chart M*)..... *4 Qts*..... SAE 15W-40 CH-4

Engine Oil Filter 108-3841

Breather Element..... 98-9493

Hydraulic Oil (*Chart R*).....*3.5 Gal* ..... ISO VG 46

Hydraulic Filter 54-0110

Air Filter..... 108-3811

Fuel Filter Spin On* ..... 110-9049 (2008 & Up)

Tire Pressure..... 14 – 18 PSI (Front & Rear)

Engine Coolant.....*1.5 Gal* ..... Ethylene Glycol, Water (50/50 mix)

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

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first hour	• Torque the wheel nuts.
After the first 10 hours	• Torque the wheel nuts. • Check the condition and tension of all belts. • Change the hydraulic filter.
After the first 50 hours	• Change the oil and oil filter.
Before each use or daily	• Check the engine oil level. • Check the engine coolant level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the reel-to-bedknife contact. • Check the interlock system. • Drain the water separator. • Clean the radiator and oil cooler. • Check the hydraulic lines and hoses.
Every 25 hours	• Check the electrolyte level. (If machine is in storage, check every 30 days.)
Every 50 hours	• Lubricate all bearings and bushings. (Lubricate all bearings and bushings daily when conditions are dusty and dirty.)
Every 100 hours	• Check the condition and tension of all belts.
Every 150 hours	• Change the oil and oil filter.
Every 200 hours	• Torque the wheel nuts. • Service the air cleaner (More frequently in extreme dusty or dirty conditions) • Check the parking brake adjustment. • Change the hydraulic filter.
Every 400 hours	• Check the fuel lines and connections. • Replace the fuel filter canister. • Change the hydraulic fluid.
Every 500 hours	• Grease the bearings in the rear axle.
Yearly	• Apply a liberal coating of grease to the check valve pins.
Every 2 years	• Drain and clean the fuel tank.

⚠ CAUTION

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

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

Item #4 Wide Area Rotary Mower

TORO *QUICK* SERVICE REFERENCE

GROUNDSMASTER 4100/4110-D

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

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

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

Material Properties:

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

Industry Specifications:

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

Recommended Maintenance Schedule(s)

Maintenance Service Interval	Maintenance Procedure
After the first 10 hours	• Torque the wheel lug nuts. • Check the alternator belt tension. • Check the compressor belt tension. • Check the blade drive belt tension.
After the first 200 hours	• Change the front planetary gear oil. • Change the rear axle oil.
Before each use or daily	• Check the engine oil level. • Check the coolant level. • Check the hydraulic fluid level. • Check the tire pressure. • Check the air cleaner indicator • Drain water from water separator • Remove all debris and chaff from the engine compartment, radiator and oil cooler. • Check the interlock switch operation
Every 50 hours	• Lubricate all grease fittings. • Inspect the air cleaner. • Check the blade drive belt tension. • Clean the air conditioning screen. (Clean more frequently in extremely dusty or dirty conditions)
Every 100 hours	• Inspect the cooling system hoses and clamps. • Check the alternator belt tension. • Check the compressor belt tension.
Every 200 hours	• Torque the wheel lug nuts.
Every 250 hours	• Change the engine oil and filter. • Clean the cab air filters. (Replace them if they are torn or excessively dirty.) • Clean the air conditioning coil. (Clean more frequently in extremely dusty or dirty conditions)
Every 400 hours	• Check the planetary gear drive oil. • Check the rear axle lubricant. • Check the rear axle gear box lubricant. • Service the air filter (if the indicator shows red). • Inspect the fuel lines and connections. • Replace the water separator/fuel filter canister. • Replace the engine fuel filter.
Every 800 hours	• Drain and clean the fuel tank. • Change the front planetary gear oil. (Or yearly, whichever comes first) • Change the rear axle oil. • Check the rear wheel toe-in. • Inspect the blade drive belts. • Change the hydraulic oil. • Change the hydraulic oil filters. • Inspect the side cutting unit damper. • Inspect the cutting unit castor wheel assemblies.
Every 1,000 hours	• Check and adjust the valve clearance.
Every 3,000 hours	• Remove and clean the DPF (or as required)

Item #5 Zero Turn Mower with Collection Unit

Groundsmaster® 4100-D/4110-D

WIDE AREA ROTARY MOWERS

FEATURES

- *55 hp (41 kW) Yanmar® turbo-diesel engine*
- *Smart Power® and HybridDrive™ cutting deck system - work together providing optimal power to the cutting blades*
- *Foldable ROPS*
- *10.3' (3.15 m) width of cut*
- *Full-time 4WD forward and reverse*
- *All-time traction assist (optional)*
- *0" uncut circle in turns*
- *SmartCool® auto-reversing cooling fan*
- *4-way adjustable seat and Air Ride Suspension*
- *InfoCenter™ displays simple operating info while monitoring machine health*
- *Integrated ControlHub™ with fingertip electronic controls*
- *Top and rear air intake for increased cooling*
- *Climate-controlled safety cab with air conditioning and heat (4110-D)*
- *Isolated operator platform for greater comfort and smoother ride*

Operator-friendly and smart by design.

At a 10.3' (3.15 m) width of cut, the all out-front deck design on the Groundsmaster 4100-D and 4110-D lets you easily see what you are cutting. The Smart Power® technology coupled with the HybridDrive™ cutting deck system delivers optimal power to the cutting blades – efficiently cutting grass even in the toughest conditions. The SmartCool® auto-reversing fan system automatically blows chaff off the radiator intake screen making operation more productive. With their excellent trimming capability, and an ability to mow a 0" uncut circle, you'll maneuver around obstacles with ease. The parallel hydraulic drive system assures full-time 4-wheel drive, allowing you to mow with confidence, even on hills and wet grass.



Groundsmaster® 4110-D



Groundsmaster® 4100-D

SMART POWER™

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Call your Toro distributor at 800-803-8676

Groundsmaster® 4100-D/4110-D Specifications*

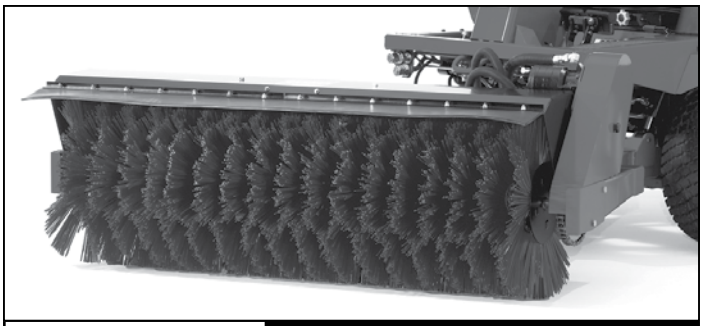
	GROUNDSMASTER 4100-D, MODEL 30608 GROUNDSMASTER 4110-D, MODEL 30644
ENGINE	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 127 cu. in. (2.1 liter) displacement. Engine rated at 55 hp (41 kW) net and 125 ft.-lbs. (169 Nm) torque at 2,000 rpm. 8 quart (7.6 liter) oil capacity. EPA Tier IV Final Compliant.
AIR CLEANER	Dry, replaceable primary and safety elements.
RADIATOR	Rear-mount, cross-flow, 6.3 fins per inch, 9 quart (8.5 liter) capacity.
FUEL CAPACITY	21 gallons (79.5 liters) diesel fuel. Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend)
TRACTION DRIVE	Parallel hydrostatic, closed loop system with full-time 4WD. Forward/reverse in low (mow) and high (transport) range with full-time, automatic traction assist (forward only) optional on Groundsmaster 4100-D models. Variable displacement piston pump with electronic servo control powers dual speed displacement piston motor drive into double reduction planetary in front, and mechanical axle in rear. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
HYDRAULICS/COOLING	8.75 gallon (33.1 liter) capacity with 10 micron remote spin-on filter. Single pass cooler, 6.3 fins per inch, SmartCool® variable speed radiator cooling fan with automatic (based on coolant and oil temps) and manual reversing capabilities.
DIAGNOSTICS	Diagnostic pressure test ports: forward and reverse traction, left, center and right decks, reverse 4WD, lift, steering, charge and deck counterbalance circuits.
GROUND SPEED	**Transport:** 0-16.2 mph (0-26.1 km/h) forward, 0-8.1 mph (0-13 km/h) reverse. **Mow:** 0-8.3 mph (0-13.4 km/h) forward, 0-4 mph (0-6.4 km/h) reverse.
TIRES	Front: 26 x 12-12, 6-ply tubeless Multi-Trac. Rear: 20 x 10-10, 6-ply tubeless Multi-Trac.
MAIN FRAME	All welded formed-steel frame with integral tie-down anchors.
BRAKES	Mechanically actuated, internal wet disc brakes on input to each planetary drive. Individual foot-operated steering brake control of left and right wheel. Lock pedals together and latch to engage parking brake.
SEAT	4-way adjustable, right armrest travels with seat and suspension.
STEERING	Power steering with dedicated power source. Steering wheel tilts to desired operator position. Uncut circle: 0" diameter.
INSTRUMENTATION	**InfoCenter™**:Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics. Indicates fuel level, coolant temp, intake temperature, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temperature, voltage.
CONTROLS	Tilt steering, ignition switch, throttle switch, foot-operated traction pedal, lockable individual brake pedals, parking brake lock, mow/transport speed selector switch, 3, two position switches for individual deck lift/lower, counterbalance adjustment, tow valves, cup holder, toolbox, radio holder, fan switch and 12-volt power outlet.
CRUISE CONTROL	Standard
ELECTRICAL	12-volt, 690 cold cranking amps battery, 80 amp alternator. Overload protection with automotive type fuses.
INTERLOCKS	Prevents engine from starting unless traction pedal is in neutral and deck is disengaged. If operator leaves seat while moving or deck is engaged, traction and/or deck stops, InfoCenter alarms and gives message. Mowing only permitted in low range. Traction not allowed if parking brake engaged and pedal moved out of neutral, InfoCenter alarms and gives message. Deck transport latches.
GROUND CLEARANCE	6.5" (16.5 cm)
OVERALL DIMENSIONS	**Height**: 85.3" (216.7 cm) w/ ROPS up, 93.3" (237 cm) w/ cab; **Length**: 144" (366 cm) w/ decks down; **Width**: 127" (323 cm) w/ decks down; **Transport Width**: 71" (180 cm) @ 2" (5 cm) HOC; **Wheelbase**: 55.5" (140 cm)
WEIGHT	4237 lbs. (1922 kg) w/ full fluids (GM4100-D). 4890 lbs. (2218 kg) w/ full fluids (GM4110-D).
SAFETY CAB (4110)	**MODEL 30644**: ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light.
SAFETY	Complies with American National Standards Institute (ANSI B71.4-2012) and applicable ISO EN 5395 (CE) standards (machine directive 89/392, 91/368, 93/44, 84/538, 89/336) requirements; Optional lights. Meets ANSI/ASAE 5279.12 (Lighting and Marking of Agricultural Equipment on Highways). Foldable ROPS, ISO 21299 certified.
WARRANTY	Two-year limited warranty. Refer to operator's manual for further details.
ACCESSORIES	Work light, LED road lights consisting of dual taillights, dual headlights, slow moving vehicle sign, turn signal, flasher and lights, sunshade, beacon, slope sensor
	CUTTING DECK
WIDTH OF CUT	Overall: 124" (315 cm), Center deck section: 54" (137.1 cm), Two 37" (93 cm) width of cut wings. 89" (226 cm) width of cut with one wing up.
MOWING RATE	Mows up to 10.4 acres/hr (4.2 hectares/hr) at 8.3 mph (13.4 km/hr). Assumes no overlap or stops. **Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.
CONSTRUCTION	Welded .100" (2.5 mm) high-strength steel with steel 7 and 10-gauge channel and plate reinforcements.
DECK DRIVE	Direct mounted hydraulic motor into spindle. Remaining spindle(s) driven by individual B section Kevlar belt. Quick-release belt covers.
HEIGHT-OF-CUT	1"-5" (25-127 mm) in .5" (13 mm) increments.
SPINDLES	1.25" (3.17 cm) diameter spindle shafts, 9" (22.9 cm) diameter conical ductile iron housing, and 2 greaseable tapered roller bearings.
BLADES	19" (48.3 cm) long, 2.5" (6.4 cm) wide, .25" (.64 cm) thick.
CASTER WHEELS	8 x 3.50-4, 4-ply, smooth, pneumatic, sealed precision ball bearings.
GROUND FOLLOWING	6" anti-scalp cups on each blade, adjustable skids, 3 anti-scalp rollers on front deck and 1 on each wing.
WING PROTECTION	Impact absorption device on each wing deck.
MULCHING KIT	Model 30419.
SKIDS	Reversible polymetric.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
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The Groundsmaster 4100-D & 4110-D are manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK. LIVE. SAFELY

Groundsmaster® 4100-D & 4110-D Attachment Specifications*



	ROTARY BROOM, MB MODEL HCT
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
WEIGHT	460 lbs. (209 kg)
OPTIONS	Dirt Deflector, Storage Stands.



	SUNSHADE
UNIVERSAL MOUNT SUNSHADE	White, Model 30669 / Red, Model 30671



	SNOWTHROWER ERSKINE MODEL 2000
STAGE	2
CLEARING WIDTH	61" (155 cm)
SNOW CUT DEPTH	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.6 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic 270°
SHEAR PROTECTION	Pressure relief
THROWING DISTANCE	Up to 30' (9.14 m)
APPROXIMATE SHIPPING WT.	850 lbs. (386 kg)
HOSES	Included

*Specifications and design subject to change without notice.

Note: The Toro Company does not manufacture or sell the snowthrower or rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.

TORO

PARKS & RECREATION

INNOVATIVE MAINTENANCE EQUIPMENT



Shape the green spaces your community deserves.

GSA · NASPO ValuePoint Supplier Partner · OMNIA Partners · Sourcewell · Kinetic GPO

SPORTS FIELDS

Maintaining sports fields for the weekly influx of practices and league play can be a tall order for any park system, let alone the weekend pressure of tournaments and special events. Toro's wide range of sports field and multi-purpose equipment minimizes the worry of how to maintain the fields, allowing more park, and more rec.

Mowing

Walk-Behind Reel Mowers



Greensmaster® 1000 Series

For superior striping and a consistent, pristine cut.

Lightweight Reel Mowers



Reelmaster® 3555-D / 3575-D

Compact, lightweight, maneuverable and an outstanding quality of cut.

Walk-Behind Rotary Mower



ProStripe® 560

Provides both quality of cut, collection, and a clean striped finish in one efficient step.

Multi-Deck Rotary Consistency



Groundsmaster® 3500-D

Ease of a rotary, aesthetically sharp striping of a reel mower.



Cultivation

Compaction Relief for Safer Fields



ProCore® 864/1298

Incredibly consistent coring for healthy, sustainable fields.

Irrigation

Solutions Designed for Sports Fields



TS120 & TS170 Series Rotors

With the capability of achieving long-range throws, these rotors are the right choice for sports field irrigation.

Infield Grooming

Efficient game-ready ball diamonds



Sand Pro® 5040

Pro-style groomer efficiently transforms any infield condition to game-ready.

Topdressing

Consistent Spread Patterns



ProPass™ 200

A broadcast-style topdresser with a capacity of 21 cubic feet.

Application

Precise Spray Control

Multi Pro® 1750

Purpose-built to spray turf with optional GPS precision.



PUBLIC SPACES

From wide open spaces to family picnic areas to flower gardens to playgrounds, maintaining the sheer variety of public spaces requires equipment that can adapt to the required workload. Toro offers mowing and maintenance solutions that efficiently flex to the need.



Toro® ProLine H800

Direct-collect rotary mower with high-lift dump mechanism for unmatched collection performance.

Small Area Mowing

Nimble & Productive



Groundsmaster® 3200/3300

Superbly maneuverable, out-front ease.



Groundsmaster® 7200

A commercial-grade zero turn mower.



Groundsmaster® 360 Quad-Steer™

Mow hills and tight areas without tearing turf.

Large Area Mowing

Wide Area Productivity



Groundsmaster® 5900

Manage large areas with 18 acres/hour ease.

Efficient & Adaptive



Groundsmaster® 4000-D / 4100-D

Variable 5', 8' and 11' width of cut for narrow to wide open spaces.

Pull-Behind Rotary



Groundsmaster® 1200

12-foot wide pull-behind productivity.



Mobility in Maintenance

Vehicles that get the work done



Workman® HD Series

For the toughest jobs.
Up to 3,300 pound capacity.



Workman® MDX Series

An all-purpose work vehicle with a wide go-over-the-curb stance.

Workman® GTX Series

Fits on narrow paths, endlessly adaptable to the day's jobs.





The Workman GTX offers 2, 4 or 6 seat options and EFI gasoline, 48-volt AC, or lithium-ion power.

Clean Up

A force to be reckoned with



Pro Force®

Easily clear out parking lots, trails, forest edges and more.



GENERAL MAINTENANCE

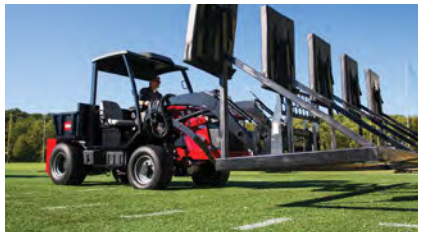
Get more work done around the park with a single machine. The Outcross® simplifies tasks with preset controls and easy vehicle-type operation, and yet can perform the tough functions of a tractor and a utility vehicle combined without tearing the turf. Power through that long job list, day after day.

Get More Done with the Toro® Outcross® 9060

Aerate



Lift



Haul



Load



Topdress



Mow



Industry Partnerships

Toro's history with providing innovative and robust solutions for parks professionals goes back almost a century. We are proud supporters of the following industry partners:

NRPA National Recreation and Park Association

CITY PARKS ALLIANCE

Platinum Elite Partner
PGMS professional grounds management society

SportsTurf MANAGERS ASSOCIATION
Experts on the Field, Partners in the Game.

NIAAA

SEASONAL MAINTENANCE

When seasons change, so do the maintenance needs of a park system. Whether its fall debris clean up, winter snow removal, or ensuring the early spring melt is going to plan, Toro has equipment that adapts to the season.

Groundsmaster® 360 with rotary broom



Outcross™ with loader arm & BOSS® SK box plow



Groundsmaster® 7200 PolarTrac® with snowthrower

Winter has met its match

Keep your machines busy all year long.



Groundsmaster® 7210 PolarTrac®

Convert the Groundsmaster 7210 Z-Mower into a snow removal beast in just 4-hours.



Groundsmaster® 360

The Groundsmaster 360 Quad-Steer™ system ensures stable maneuverability on turf or snow.



Groundsmaster® 5910

The power of a Groundsmaster 5910 allows it to muscle out what winter brings in.



Workman® HDX

4-wheel drive matched to 900cc's of snow blasting power.

ADDITIONAL PARK MAINTENANCE SOLUTIONS



Z Master®
Zero-Turn Rotary



Grandstand®
Commercial Rotary



Toro® Walk-Behind
Commercial Rotary



TurfMaster™ Commercial
Walk-Behind Rotary



Dingo®
Compact Utility



TRX Trencher
Walk-Behind Trencher



Grandstand® MULTI FORCE®
Multi-Purpose



Power TRX HD
Commercial Snow Blower



Toro® Power Broom
Commercial Rotary Broom



BRC-28
Brush Cutter



Toro® Stand-On
Aerator



Toro® Stand-On
Spreader/Sprayer

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Asset Management for Turf Maintenance
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TORO PROTECTION PLUS™
Extended Protection Plan
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Reelmaster® 3100-D

SMALL AREA REEL MOWER

FEATURES

- **Productivity** – *Triplex chassis design is highly maneuverable for quick, end-of-row turn arounds. 72" or 85" (183 or 216 cm) cutting widths in combination with up to a 6 mph (10 km/h) mowing speed make the Reelmaster 3100-D fast and effective.*
- **Superior Traction** – *The Series/Parallel 3-wheel drive system provides power to at least two wheels at all times. The result is impressive traction in hilly and wet conditions with minimal wheel slip so it's also gentle on the turf.*
- **Efficiency** – *Powered by a fuel efficient 21.5 hp (16 kW) Kubota® diesel engine, this Reelmaster model provides plenty of power for those challenging cutting conditions, even while operating groomers, rear roller brushes and veritcutters.*
- **Simplicity** – *The Reelmaster 3100-D utilizes a common platform design with other Toro mowers which can improve operator and technician efficiency.*
- **Lightweight Design** – *An ideal combination for turf friendliness, the lightweight and balanced chassis avoids unnecessary weight on your sensitive turf.*
- **Outstanding Quality of Cut** – *Dual Precision Adjustment (DPA) cutting units – featuring Toro's exclusive EdgeSeries™ reels combine to deliver a consistent, high quality cut and superior after-cut appearance, while reducing maintenance with improved reel edge retention.*

EdgeSeries™ Reels

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An essential trim reel mower for any course.

When you need a reel trim mower whose versatility, performance and after-cut appearance is second to none, the Toro® Reelmaster® 3100-D is the clear choice. With Sidewinder® technology, Toro pioneered the ability to shift cutting units on the fly from side-to-side, reaching turf areas that other mowers simply cannot. It's ideal for mowing around greens and bunkers where conditions can be challenging but when precision control is an absolute must. Add a triplex chassis configuration and Toro's exclusive EdgeSeries™ cutting units and you get an exceptional performing, highly maneuverable reel trim mower that consistently delivers a superior after-cut appearance, day after day.



Call your Toro distributor at 800-803-8676

Reelmaster® 3100-D Specifications*

	REELMASTER 3100-D, MODEL 03170	REELMASTER 3100-D, MODEL 03171 w/SIDEWINDER®
ENGINE	Kubota® liquid-cooled diesel, 3-cylinder, 21.5 hp (16 kW) net @ 2500 RPM. High idle: 2,600 rpm, Low idle: 1,400 rpm (+/- 50 rpm). 68.5 cu. in. (1123 cm) displacement. Tier 4 and Stage V compliant. Pressurized lubrication system with 3.5 U.S. qt. (3.3 liter) capacity. Heavy-duty, radial seal air cleaner. Fuel/water separator with visible bowl.	
CONFIGURATION	Rear mounted engine, front operator position. Rear mounted radiator. Two post ROPS and seat belt standard.	
FUEL CAPACITY	7.5 gallons (28 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
TRACTION DRIVE	Series/Parallel hydraulic traction circuit provides continuous 3-wheel drive, in mow and transport. Hydrostatic traction drive provides infinitely variable speed in forward and reverse. 6 gallon (23 liter) hydraulic system capacity.	
GROUND SPEED	Mow: 0-6 mph (0-10 km/h); Transport: 0-9 mph (0-14 km/h). Reverse: 0-4 mph. (0-6 km/h).	
CONTROLS	Forward and reverse traction control pedals, mow/transport lever, hand activated park brake, ignition key switch, tilt steering wheel lock, PTO switch, throttle, joystick control for cutting unit raise and lower (and for moving cutting units side-to-side on Sidewinder equipped models), cutting unit transport lock, reel speed and backlap control knob.	
GAUGES	Hour meter, fuel gauge, cluster gauge with glow plug and charge indicator lights, and low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).	
ELECTRICAL & INTERLOCKS	12-volt, 585 cold cranking amps at 0° F (-18° C), 40 amps with regulator/rectifier. Traction pedal, operator presence in seat, PTO engage or disengage, and cutting unit mow or transport safety interlock switches.	
TIRES	Front: 20 x 12-10, 4-ply Turf Tread. Rear: 20 x 10-10, 4-ply Turf Tread	
FRAME	Formed steel, welded steel and steel tubing.	
BRAKES	Hydrostatic service brake, hand-operated parking brake.	
STEERING	Power steering with tilt steering wheel.	
OVERALL DIMENSIONS	Track Width: 55" (140 cm) Overall Height: 76" (193 cm) with ROPS Wheel Base: 56" (142 cm) Transport Width: 80" (203 cm) in 72" (183 cm) WOC, 92" (234 cm) in 85" (216 cm) WOC Overall Length: 93" (248 cm)	
WEIGHT	Approx. Weight with 27-inch Cutting Units: 1,860 lbs. (844 kg)	Approx. Weight with 27-inch Cutting Units: 1,950 lbs. (885 kg)
CUTTING UNIT CONFIGURATION	Fixed position cutting units.	Operator controlled moveable cutting units travel ±12" (30 cm) left or right from center; total of 24" (61 cm) of infinite variability.
CUTTING UNIT OFFSET	3" (7.6 cm) in 72" (183 cm) width of cut 10" (25 cm) in 85" (216 cm) width of cut	Maximum 15" (38 cm) in 72" (183 cm) width of cut. Maximum 22" (56 cm) in 85" (216 cm) width of cut.
CERTIFICATION	This product complies with the American National Standards Institute (ANSI B71-4 – 2017) and European Community specifications (CE Certified). EN ISO 5395.	
WARRANTY	Two-year limited warranty, refer to operators manual for details.	

	27" CUTTING UNITS (03189, 03190) / 32" CUTTING UNITS (03191)
TYPE	Three hydraulically-driven, balanced, 7" (17.8 cm) diameter reels. Cutting units interchangeable to all three positions.
REEL BLADE OPTIONS	8 and 11-blade reels available for 27" (68.6 cm) cutting unit. 8-blade reels available for 32" (81.3 cm) cutting unit.
HOC RANGE	Height of cut ranges 0.25"-2" (6.4-50.8 mm) standard in floating position, 1.5" to 2.5" (3.8-6.4 cm) in fixed position.
CUTTING WIDTH	72" (183 cm), or 85" (216 cm) width of cut dependent on cutting unit selection.
CLIP FREQUENCY/ BACKLAPPING	Manually controlled variable reel speed for adjustment of clip frequency. Standard on-board backlapping.
BEDKNIFE-TO-REEL ADJUSTMENT	Dual point adjustment (DPA) of bedknife to reel.
ROLLERS	Full roller standard on rear of cutting unit and plastic front Wiehle roller.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
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Reelmaster® 3100-D Accessories*

TRACTION UNIT ACCESSORIES	
115-4754	myTurf™ Wireless Hour Meter Assembly
30629	Premium Seat
127-2796	Smooth Tire (front only)
03614	Golf Ball Guard
31696	LED Light Kit

TRACTION UNIT SUNSHADE	
30669	Universal Sunshade - White
30671	Universal Sunshade - Red
30358	Bimini Canvas Sunshade
03248	Switch Panel
03247	Operator Cooling Fan
138-2700	Worklights
138-2699	Beacon
138-2993	Wire Harness
136-3315	Required Wheel Weight Kit

CUTTING UNIT OPTIONS	
03189	27" (69 cm) 8-Blade DPA Cutting Unit
03190	27" (69 cm) 11-Blade DPA Cutting Unit
03191	32" (81 cm) 8-Blade DPA Cutting Unit
03203	27" (69 cm) Verticutter Cutting Unit

27" (69 CM) DPA CUTTING UNIT ACCESSORIES	
03240	Universal Groomer
03778	27" (69 cm) Groomer Cartridge
03242	27" (69 cm) Universal RRB Kit
03243	Rear Roller Brush Kit
132-7125	Broomer Kit
03185	Grass Basket Kit
114-9368	Rear Roller Scraper Kit
114-9372-03	Wiehle Roller Scraper
114-9376	Comb/Scraper Kit
119-0630	Shoulder Roller Asm
114-9381-03	Shoulder Roller Scraper
137-6121	Full Front Roller
114-9386-03	Full Front Roller Scraper
119-4286	Short Rear Roller Asm
140-5514	HD High HOC Brush

32" (81 CM) DPA CUTTING UNIT ACCESSORIES	
03246	Rear Roller Brush Kit
133-0193	5-Blade Service Reel
114-9369	Rear Roller Scraper Kit
114-9373-03	Wiehle Roller Scraper
114-9377	Comb/Scraper Kit
140-5513	HD High HOC Brush
137-6127	Full Front Roller
114-9387-03	Full Front Roller Scraper
119-0640	Shoulder Roller Asm
114-9382-03	Shoulder Roller Scraper
119-4288	Short Rear Roller Asm

BEDKNIFE OPTIONS	
114-9388	Standard (27") - (03189, 03190)
114-9390	Heavy-Duty (27") (03192)
120-1641	Extended Low-Cut (27")
112-8910	EdgeMax™ (27")
114-9389	Standard (32") - (03191)
114-9391	Heavy-Duty (32")
120-1642	Extended Low-Cut (32")

CUTTING UNIT OPTIONS (27"/32")	
03244	End Weight Kit
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar
04399	Turf Evaluator
136-3635	High HOC Turf Evaluator

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SIMPSON NORTON CORPORATION
4144 S. BULLARD AVENUE
GOODYEAR, AZ 85338
(623) 932-5116 FAX (623) 932-5299

INVOICE

INVOICE DATE	INVOICE NO.
05/11/23	1465124-00
P.O. NO.	PAGE #
F42015006490-1	1

CUST.#: 42614

SHIP TO: CITY OF MESA
RIVERVIEW
2414 W RIO SALADO PARKWAY
MESA, AZ 85201

REMIT TO: SIMPSON NORTON CORPORATION
4144 S. BULLARD AVE.
GOODYEAR, AZ 85338

BILL TO: CITY OF MESA
F420 - PARKS & REC - MS7010
PO BOX 16795
MESA, AZ 85211-6795

INSTRUCTIONS	TERMS	
	NET 30	
SHIP Point	SHIP VIA	SHIPPED
SIMPSON NORTON CORP.	O/T Fred B	05/11/23

Order Entry Demand Invoices

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORDERED	QUANTITY SHIPPED	QTY. U/M	DISCOUNT MULTIPLIER	UNIT PRICE	AMOUNT (NET)
	RONALD.RICHARDSON@MESAAZ.GOV							
1	03780A RM7000-D Serial #: 315000105	1	0	1	EA	0.00	84687.49	84687.49
2	03710 27" HD 8 Blade DPA Cutti ng Unit Serial #: 314000204	5 314000205	0	5 314000206	each	0.00 314000207	0.00	0.00 314000208
3	03716 27" HD Verti-Cutter Serial #: 315000107	5 315000108	0	5 315000109	each	0.00 315000110	0.00	0.00 315000111
4	30552 RED CANOPY UNIVERSAL SUNSHADE	1	0	1	ea	0.00	0.00	0.00

4	Lines Total	Qty Shipped Total	12	Sub Total 84687.49
				Taxes 6351.56
				Invoice Total 91039.05
				Balance Due 91039.05

SAMPLE INVOICE ONLY

Cash Discount 0.00 If Paid By 06/10/23

Last Page

TORO. Count on it.

SPORTS FIELDS & GROUNDS

EQUIPMENT & IRRIGATION SOLUTIONS













Groundsmaster® 3200/3300 Series Rotary Mowers



50 Years of Groundsmaster Innovation

Toro has been creating world-class out-front rotary mowers for over 50 years. The Toro Groundsmaster line provides an unprecedented combination of power, productivity, and refined results. From maneuvering in small, tight spaces to wide-open fields to varied terrain, municipal parks, universities, K-12 school campuses and other environments depend on the finish these rugged yet sophisticated machines provide. Brawny frames and welded steel cutting deck construction ensure a long life and solid return on your investment.

TORO INNOVATION

Routine maintenance is easy with the Groundsmaster 3200/3300. The innovative tilt-up deck design makes blade maintenance and deck cleaning simple. Single-handed action rotates the deck to near vertical position for the easy access.







Groundsmaster 3200 with optional 60" or 72" decks

Groundsmaster® 3200/3300 Series

The Groundsmaster 3200/3300 Series delivers unparalleled productivity. Featuring a powerful 37.4 hp (27.9 kW) or 24.7 hp (18.4 kW) engine, CrossTrax® all-wheel drive and legendary Groundsmaster decks, the Groundsmaster 3200/3300 makes quick work in even the toughest terrain while delivering an exceptional quality of cut.

Productivity and Versatility are Built-in

From the fully adjustable suspension seat and steering column, the fingertip engine controls and optional all-season cab, this new mower is designed for all-day comfort. Routine maintenance is also easy with the Groundsmaster 3200/3300 Series. The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible to help ensure your Groundsmaster runs smoothly and reliably for years. Productivity, comfort, reliability and versatility. That's the Groundsmaster 3200/3300 Series.

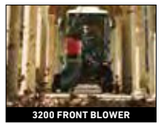
OPTIONAL ATTACHMENTS / ACCESSORIES


FLAIL CUTTING DECK


ROTARY BROOM


SNOW THROWER


BOSS® SNOW BLADE


3200 FRONT BLOWER


SUNSHADE


CANOPY FAN


AIR-RIDE SUSPENSION SEAT



ALL-SEASON CAB

All-season cab with heat and air conditioning is standard on model 3310. Optional heat-only cab (no air conditioning) for other models.

SPECIFICATIONS

	GM3200 2WD	GM3200 AWD	GM3300 AWD	GM3310 AWD CAB
ENGINE	24.7 hp (18.4 kW)	24.7 hp (18.4 kW)	37.4 hp (27.9 kW)	37.4 hp (27.9 kW)
FUEL	12 gallon (45 L) Diesel	12 gallon (45 L) Diesel	12 gallon (45 L) Diesel	12 gallon (45 L) Diesel
WIDTHS OF CUT	60" (152 cm) or 72" (183 cm)	60" (152 cm) or 72" (183 cm)	60" (152 cm) or 72" (183 cm)	60" (152 cm) or 72" (183 cm)
MOWING RATE*	Up to 7.3 acres/hr (2.95 hectares/hr)	Up to 7.3 acres/hr (2.95 hectares/hr)	Up to 7.3 acres/hr (2.95 hectares/hr)	Up to 8.7 acres/hr (3.5 hectares/hr)
TRACTION DRIVE	2WD	CrossTrax® AWD	CrossTrax® AWD	CrossTrax® AWD

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® Large Area Rotary Mowers



Groundsmaster 5900/5910

With a 16' (4.88 m) width of cut and precise maneuverability, this durable proven performer can mow over 20.9 acres per hour (8.45 hectares per hour)* and 0° uncut circle, leaving no uncut grass in turns. The three independent rear discharge cutting units quickly raise or lower on the fly.



Groundsmaster 4000-D

The strongest, most productive 11' (3.35 m) mower available today. With its 55 hp (41 kW) Yanmar® turbo-charged diesel engine, you can quickly mow through a variety of cutting conditions.



Groundsmaster 4100/4110-D

This innovative wide area rotary mower features an out-front mower deck for superior operator visibility and outstanding productivity. The Groundsmaster 4110 is outfitted with a climate-controlled safety cab.



Groundsmaster 4010-D

The Groundsmaster 4010-D is outfitted with a climate-controlled safety cab. Operators work comfortably in a fully enclosed, factory-installed cab with a four-post rollover protection structure (ROPS) and tempered safety glass.



Z Master 7500-D 144"

Z Master Series mowers really shine once they're off the trailer, you'll finish more jobs faster than ever. The Z Master also provides world-class comfort and industry-leading durability. You will love the beautiful cut of the Turbo Force® deck.

TORO INNOVATION

Our exclusive SmartCool® system briefly reverses the cooling fan to blast chaff and debris from the air intake screens. The innovative Toro SmartCool System, along with regular maintenance of the cooling system, keeps operators on the job and more productive.



SPECIFICATIONS

	GM 4000-D/4010-D	GM4100-D/4110-D	GM5900/5910	Z Master 7500-D 144"
ENGINE	55 hp (41 kW)	55 hp (41 kW)	72 hp (53.7 kW)	43.4 hp (32.3 kW)
FUEL	Turbo Diesel	Turbo Diesel	Turbo Diesel	Turbo Diesel
MAX WIDTH OF CUT	11' (3.35 m)	10.5' (3.15 m)	16' (4.88 m)	12' (3.66 m)
MOWING RATE*	11.1 acres/hr (4.49 hectares/hr)	10.4 acres/hr (3.6 hectares/hr)	20.9 acres/hr (8.45 hectares/hr)	14.5 acres/hr (5.87 hectares/hr)
TRACTION DRIVE	Full-Time 4WD	Full-Time 4WD	Full-Time 4WD Mow, 2WD Transport	2WD

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® Contour Rotary Mowers



Power, Precision, Performance.

The Groundsmaster® Contour Rotary Mower Series provides the clean quality of cut of a reel mower but with the maintenance ease of a rotary. The free-floating Contour™ Plus Decks eliminate scalping, provide dramatic striping and deliver a picture-perfect cut. The Contour Series is a blend of powerful productivity and refined results. These models are engineered with innovations like Sidewinder® cutting units for precise trimming, CrossTrax® all-wheel drive for superior traction, and SmartCool™ for unsurpassed cooling performance. No matter which Groundsmaster you choose, you'll get the legendary performance that makes this an unbeatable foursome.

TORO INNOVATION



You've never seen traction like this. The CrossTrax® all-wheel drive system automatically senses when one of the front tires begins to slip, and instantly transfers power from the front to the opposite rear wheel. These mowers turn mountains into molehills, zooming easily up slippery, steep slopes.



Groundsmaster 4500-D/4700-D

The Toro Groundsmaster 4500-D and 4700-D deliver both an unprecedented blend of powerful productivity and refined results. With a 55 hp turbo-diesel engine under the hood, and Contour™ Plus engineering inside the cutting units, you will achieve a quality of cut typically reserved for smaller trim mowers.



Groundsmaster 4300-D

The Groundsmaster 4300-D has a lightweight footprint and CrossTrax® four-wheel drive for superior hill-climbing. Each of its five Contour™ Plus cutting units closely follow contours for a consistent and even cut on flat or undulating terrain.



Groundsmaster 3500-D Sidewinder®

The legendary Sidewinder cutting system on the Groundsmaster 3500-D slides the cutting units from side to side up to 24" to safely trim hard-to-reach turf. It also lets operators change tire tracking to reduce turf compaction in areas where the same patterns are mowed.



Groundsmaster 3505-D

Three independent, Contour™ Plus 27" cutting units provide superior performance for this rotary mower, cutting as low as three-quarters of an inch. The design incorporates full deck rollers to deliver a precise cut and a high-quality striping effect on your sports fields.

SPECIFICATIONS

	GM3500-D	GM3505-D	GM4300-D	GM4500-D	GM4700-D
ENGINE	24.8 hp (18.5 kW)	24.8 hp (18.5 kW)	43.4 hp (32.4 kW)	55 hp (41.1 kW)	55 hp (41.1 kW)
FUEL	Diesel	Diesel	Turbo Diesel	Turbo Diesel	Turbo Diesel
WIDTH OF CUT	68" (173 cm) or 72" (183 cm)	68" (173 cm) or 72" (183 cm)	90" (229 cm)	109" (277 cm)	150" (381 cm)
MOWING RATE*	Up to 4.1 acres/hr (1.66 hectares/hr)	Up to 4.4 acres/hr (1.78 hectares/hr)	6.4 acres/hr (2.67 hectares/hr)	8.8 acres/hr (3.56 hectares/hr)	12.1 acres/hr (4.89 hectares/hr)
TRACTION DRIVE	3WD	2WD	4WD	4WD	4WD
CUTTING UNITS	3 Contour Plus Cutting Units	3 Contour Plus Cutting Units	5 Contour Plus Cutting Units	5 Contour Plus Cutting Units	7 Contour Plus Cutting Units

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.
See Commercial Equipment Guide for complete specifications.

Groundsmaster® 1200 Pull-Behind Rotary Mower



Groundsmaster 1200

The Groundsmaster 1200 delivers an unparalleled combination of productivity, durability and superior cut. It features a 12-foot (3.7 meter) width of cut and can mow up to 8.7 acres (3.52 hectares)* per hour. Remaining true to Groundsmaster's unmatched reputation of durability, the 1200 was designed for years of reliable mowing. Its spindles are the same as Toro's large rotaries and capable of withstanding the roughest conditions. The 1200 delivers an evenly cut, professionally striped look to large open spaces.

TORO INNOVATION



	GM1200
TRACTOR	35 PTO horsepower (32.6 kW) tractor
WIDTH OF CUT	12 feet (3.65 meters)
HEIGHT OF CUT	0.5" to 4.0" (1.3 cm to 10.2 cm)
MOWING RATE*	8.7 acres/hr (3.52 hectares/hr)
TRANSPORT WIDTH	86" (218.4 cm)

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Groundsmaster® 7210



Groundsmaster 7210

The Groundsmaster 7200 is powered by the 24.8 hp (18.5 kW) Kubota® diesel engine, while the Groundsmaster 7210 is powered by the 36.8 hp (27.5 kW) Yanmar® turbo diesel engine. The zero-turn steering increases mowing productivity and maneuverability around trees and other obstacles.



Groundsmaster® 7210 PolarTrac®

Convert the Groundsmaster 7210 from mowing into a powerful snow removal machine in less than 4 hours. The exclusive PolarTrac system is ready for all winter conditions with its heated hard cab, innovative rubber track system and quick-connect attachments.

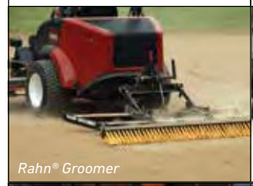
Groundsmaster 7210 Attachments



Operator Cooling Fan



Rotary Broom



Rahn® Groomer



BOSS® Salt Spreader



Straight Blade Plow



Toro® V-Plow

Visit toro.com or call your local distributor for a full list of available accessories and attachments.



SPECIFICATIONS

	Groundmaster 7210
ENGINE	36.8 hp (27.5 kW)
FUEL	Diesel
WIDTH OF CUT	60" (152 cm) / 62" (157 cm) / 72" (183 cm)
MOWING RATE*	Up to 12.6 acres/hr (5.09 hectares/hr)
TRACTION DRIVE	2WD

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

Toro® ProLine H800



Superior & Faster Collection Performance

The Toro ProLine H800 direct collect rotary mower with high-lift dump mechanism was engineered for unmatched collection performance. Featuring a powerful Yanmar® 24.7 hp (18.4 kW) diesel engine; fast groundspeed up to 9.3 mph (15 km/h); our innovative Smart Airflow® direct collection design; and 77" (1.95 m) high-lift system that dumps clippings directly into truck beds or trailers, the ProLine H800 can mow, collect and dispose of up to 3 acres (12,000 m^2) of material per hour!



Greensmaster® Walk Reel Mowers / ProStripe® Rotary Mower



NEW

Greensmaster® e1021

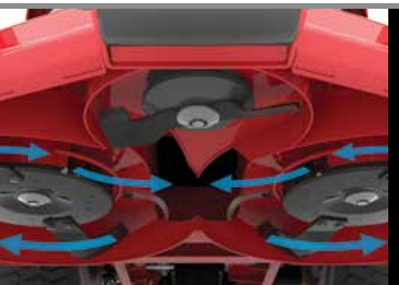
Extremely quiet with no engine exhaust emissions, the all-electric Toro® Greensmaster® e1021 synchronizes the operator and machine, in an effort to eliminate operator influence on the turf. The e1021 offers a 21" cutting width and is among the quietest and most efficient walk greensmowers on the market today. Harnessing the power of lithium-ion battery technology, the e1021 takes electrical efficiency to a new level, allowing operators to mow up to 35,000 sq. ft. of turf on a single charge.

ProStripe® 560

The Toro ProStripe 560 lets operators get the striping quality they need without sacrificing speed. The compact, lightweight design makes it easy to maneuver the ProStripe 560 in tight areas, so it's ideal for sports venues, municipalities, resorts and golf courses. It's also the fastest mower in its class*, helping to get the job done quicker. The ProStripe 560 provides both quality of cut, collection and a clean striped finish in one efficient step.

* Based on average speed, measured on concrete.

TORO INNOVATION



Toro's exclusive Smart Airflow® System provides maximum airflow for superior collection performance.

SPECIFICATIONS

	ProLine H800
ENGINE	24.7 hp (18.4 kW)
FUEL	Diesel
WIDTH OF CUT	50" (1.3 m)
MOWING RATE*	4.7 acres/hr (1.9 hectares/hr)
TRACTION	AWD
HOPPER CAPACITY	1 cubic yard / 214 gallons (810 liters)

*Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions. See Commercial Equipment Guide for complete specifications.

	Greensmaster e1021	Greensmaster 1021	Greensmaster 1026	ProStripe 560
POWER SOURCE	50.4 Volt 26.7 A-Hr	3.5 hp (2.6 kW)	3.5 hp (2.6 kW)	179 cc
FUEL/ENERGY	Electric	Gas	Gas	Gas
WIDTH OF CUT	21" (53.3 cm)	21" (53.3 cm)	26" (66 cm)	22" (56 cm)
HEIGHT OF CUT	0.062" to 1.18" (1.5 to 30 mm)	0.062" to 1.18" (1.5 to 30 mm)	0.062" to 1.18" (1.5 to 30 mm)	0.5" to 2.6" (13 to 65 mm)
MOWING SPEED	2.0 to 3.5 mph (3.2 to 5.6 km/h)	2.0 to 3.5 mph (3.2 to 5.6 km/h)	2.0 to 3.5 mph (3.2 to 5.6 km/h)	1.9, 2.5, 3.1 mph (3.0, 4.0, 5.0 km/h)

Reelmaster® Riding Reel Mowers



The World's Most Advanced Line of Reel Mowers

With reduced weight, enhanced mowing performance, improved operator comfort and simplified maintenance, Toro's reel mowers are designed to deliver the superior performance and durability you've come to expect.

TORO INNOVATION

*Dual Precision Adjustment (DPA) cutting units featuring Toro's new **EdgeSeries**™ Reels combine to deliver a consistent, high-quality cut and superior after-cut appearance, while reducing maintenance through improved reel edge retention.*

EdgeSeries™ Reels





Reelmaster® 5010-H Hybrid



Reelmaster® 5410/5510/5610



Reelmaster® 7000-D



Reelmaster® 3550-D



Reelmaster® 3100-D

Reelmaster® 3555-D/3575-D

Productivity, efficiency, simplicity, 100-inch (2.54 m) cutting width and lighter weight make the Reelmaster 3555-D and 3575-D perfect for sports fields and other fine turf applications. These Reelmaster models were designed to be over 20% lighter, and much more compact than traditional Toro reel mowers. You get the performance you've come to expect from Toro in a size that is not only highly maneuverable, but is also engineered to decrease turf compaction in sensitive areas. Both models feature a three-wheel drive design with smooth tires that increase maneuverability, maximize productivity and significantly diminish the potential for turf tear.



Featuring
EdgeSeries™ Reels

SPECIFICATIONS

	RM3100-D	RM3550-D	RM3555-D/3575-D	RM5010-H	RM5410/5510/5610	RM7000
ENGINE/POWER	21.5 hp (16 kW)	24.8 hp (18.5 kW)	24.8 hp (18.5 kW)	24.8 hp (18.5 kW), 40+ hp (29.8+ kW) peak*	36.8 hp (27.5 kW) & 43.5 hp (32.4 kW)	55 hp (41 kW)
FUEL/ENERGY	Diesel	Diesel	Diesel	Diesel/Electric	Diesel	Diesel
WIDTH OF CUT	72" (1.83 m) / 85" (2.16 m)	82" (2.1 m)	100" (2.54 m)	100" (2.54 m)	100" (2.54 m)	121" (3.07 m) to 126" (3.2 m)
HEIGHT OF CUT	0.25"-2" (6.4-50.8 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)	0.25"-1.5" (6.4-38.1 mm)
MOWING SPEED	0-6 mph (0-10 km/h)	0-7 mph (0-11.3 km/hr)	0-7 mph (0-11.3 km/hr)	0-8 mph (0-12.8 km/h)	0-7 mph (0-11.3 km/hr)	0-7 mph (0-11.3 km/h)

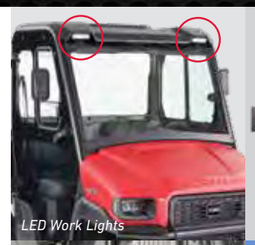
*PowerMatch™ technology allows the RM5010-H to provide 24.8 hp continuously and over 40 hp when conditions require.
See Commercial Equipment Guide for complete Reelmaster product line specifications.

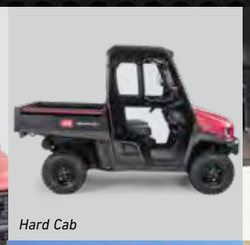
Workman® UTX Utility Vehicles

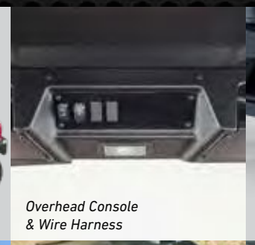


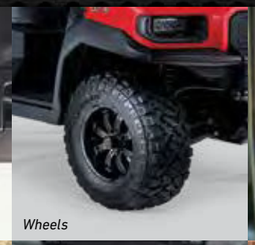
Get to Work

The Workman UTX is a straightforward, no-nonsense, four-wheel drive utility vehicle built to stand up to the toughest tests without compromising performance. With standard commercial-grade components, the highest payload in its class, and a proprietary speed control system, it's designed for the rigors of a long work week, not a few hours of recreation on the weekends.

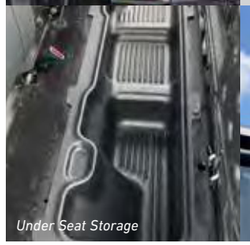

LED Work Lights

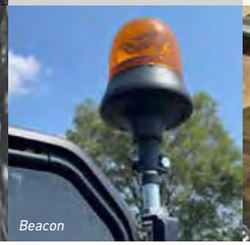

Hard Cab


Overhead Console & Wire Harness


Wheels

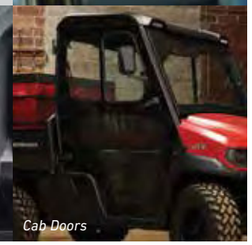

Side mirror


Under Seat Storage


Beacon


Rearview Mirror


Climate Control


Cab Doors

Visit toro.com or call your local distributor for a full list of available accessories and attachments.

A Vehicle with Adaptability and Grit

Commercial-Grade Tough – With a rock-solid, high-strength steel frame, integrated plow mount, selectable four-wheel drive with front and rear differential locks and oversized shocks, bearings and bushings the Workman UTX is up to any challenge.

Capable of Doing Any Job – A ton (2,000 lbs / 907 kg) of towing, 25% more cargo capacity than competitors and two standard 2" (5 cm) receivers (front and rear) gives the Workman UTX the means to tackle any job.

All-Day & All-Season Comfort – Two- or four-passenger models make sure you have the room for you and your crew and a climate-controlled cab keeps them comfortable in any conditions.

Precision Control – A proprietary system allows for the perfect amount of power to be applied to the job, no matter the desired ground speed. This can mean lower RPMs, and with it lower fuel consumption and sound, or higher RPMs for more power to push snow or haul a heavy load.

Versatile Performance – The Workman UTX is made to work in multiple environments. Its road ready with standard LED headlights, turn signals, hazards and brake lights and built to handle snow and ice like a BOSS®.





TORO INNOVATION



UTX Supervisor Key- *A proprietary ground speed governing system provides unmatched control over speed, sound and fuel consumption giving the UTX a perfect balance of power and control. Add a supervisor key to switch between two customizable profiles of speed, drive and differential.*

SPECIFICATIONS

	Workman UTX (Gas Models)	Workman UTX (Deisel Models)
ENGINE	0.998L, 40 hp (29.8 kW)	0.993L 24 hp (17.9 kW)
FUEL	Gas	Diesel
TOP SPEED	45 mph (72.4 km/h)	25 mph (40.2 km/h)
TOWING CAPACITY	2,000 lbs (907 kg)	2,000 lbs (907 kg)
VEHICLE WIDTH	60.5" (153.6 cm)	60.5" (153.6 cm)
VEHICLE LENGTH	2-seat configuration: 123.5" (313.6 cm) 4-seat configuration: 159.5" (405.1 cm)	2-seat configuration: 123.5" (313.6 cm) 4-seat configuration: 159.5" (405.1 cm)

Workman® GTX Utility Vehicles



4-Seat with Canopy

2-Seat with Flat Bed



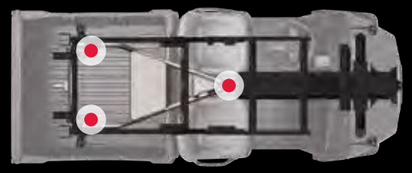
2-Seat with Cab

Simply Superior.

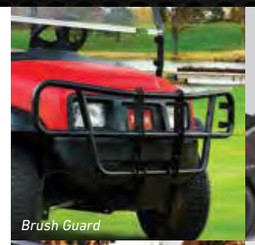
More Comfort. More Power. More Versatility. More Control.
Now available with lithium-ion technology!

The Workman GTX is a grounds work vehicle that boasts an unequalled combination of comfort, power, utility and control, making it simply superior to the competition. Its increased power, improved steering and exclusive suspension and braking systems make the Workman GTX the most versatile, practical and comfortable utility vehicle in its class. With its narrow 47.1" (119.6 cm) width; gas, electric or lithium-ion power and hundreds of configurable options, attachments and seating choices, running to different jobs has never been easier.

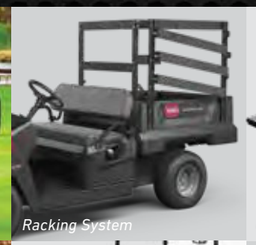
TORO INNOVATION



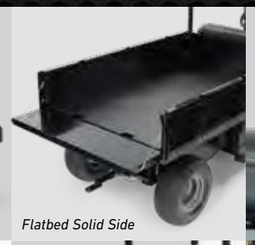
***Gimble Joint** – Toro has taken ride comfort and bed stability to a whole new level by incorporating a split frame and gimbal joint, which isolate movement away from the operator while keeping the bed stable. This class-exclusive feature increases comfort and reduces operator fatigue while keeping all four wheels safely on the ground.*



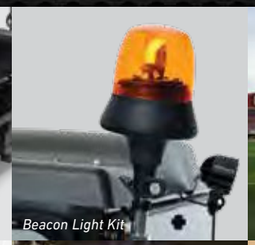
Brush Guard



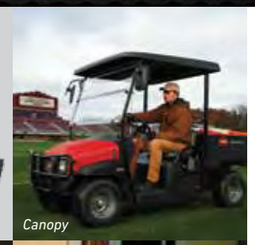
Racking System



Flatbed Solid Side



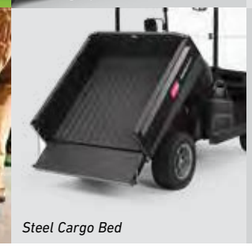
Beacon Light Kit



Canopy



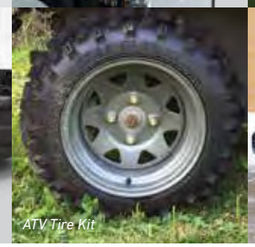
Rear Attachments



Steel Cargo Bed



Plastic Cargo Bed



ATV Tire Kit

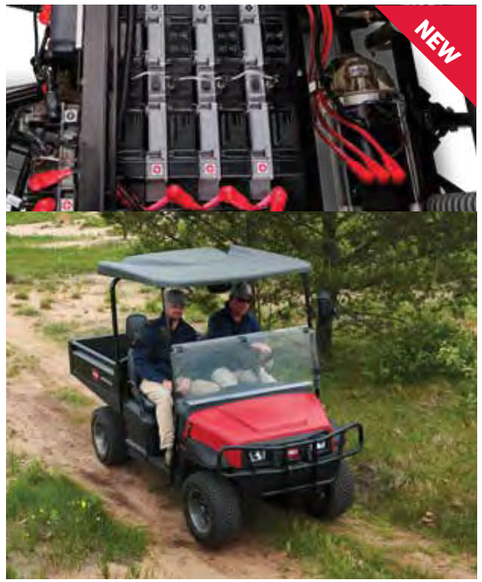


ROPS Certified Cab

Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Workman GTX Lithium-Ion Capabilities

- **Power** – An improved power-to-weight ratio provides the capacity and productivity you need to do more, every day!
- **Cargo Capacity** – At 800 lbs (363.8 kg), the GTX Lithium-Ion provides the largest cargo capacity of any lithium-ion vehicle in its class.
- **Maintenance-Free** – Lithium-Ion battery packs require no maintenance, which allows you to spend less time checking batteries and more time checking tasks off your to-do list.
- **Extended Battery Life** – Lithium-ion battery packs give you the power for long days and reduced charging time for short nights.
- **Onboard Charger** – No need to keep track of your charger, it's onboard and ready to be connected to any standard power outlet anytime, anywhere.
- **Reduced Weight** – The GTX Lithium is 26% lighter than a traditional electric vehicle and offers an additional 3 inches (7.6 cm) of ground clearance, making it nimble while still packing plenty of all-day power.



SPECIFICATIONS

	Workman GTX (EFI Gas)	Workman GTX (Lead Acid)	Workman GTX (Lithium-Ion)
ENGINE/MOTOR	Kohler® 429 cc	48-volt brushless AC induction drive	48-volt brushless AC induction drive
FUEL/POWER	Gas	Eight Trojan® advanced deep cycle 6-volt batteries	Four lithium-Ion batteries. 48V nominal
VEHICLE CAPACITY	1,200 lbs (544 kg)*	1,200 lbs (544 kg)*	1,200 lbs (544 kg)*
TOWING CAPACITY	1,500 lbs (680 kg)	1,500 lbs (680 kg)	1,500 lbs (680 kg)
VEHICLE WIDTH	47.1 (119.6 cm)	47.1 (119.6 cm)	47.1 (119.6 cm)
VEHICLE LENGTH	2-Seat w/Bed 119" (302.2 cm), 4-Seat w/Bed 144" (365.7 cm), 2-Seat w/6' Flat Bed 156" (396.2 cm)	2-Seat w/Bed 119" (302.2 cm), 4-Seat w/Bed 144" (365.7 cm), 2-Seat w/6' Flat Bed 156" (396.2 cm)	2-Seat w/Bed 119" (302.2 cm), 4-Seat w/Bed 144" (365.7 cm), 2-Seat w/6' Flat Bed 156" (396.2 cm)

See Commercial Equipment Guide for complete specifications. *2-seat model with bed.

Workman® MDX & HD Utility Vehicles



Workman MDX & HD Series Utility Vehicles

Get more work done with the hardest working mid- and heavy-duty utility vehicles on the market today. Toro Workman utility vehicles deliver exceptional power, payload, versatility and reliability. Improve your return on investment through the strength and durability of the Workman.

TORO INNOVATION



HD Series DeDion Rear Axle *– The DeDion rear axle design is an automotive technology that isolates the engine, transmission and main frame from all load forces. This eliminates stress to those components, giving the operator better peace of mind when hauling heavier workloads. The I-beam design provides superior ability to handle vertical loading, which is exactly the reason I-beams are used extensively in the construction industry.*



Workman® Attachments

Maximize your productivity on both MDX and HD Series vehicles thanks to a variety of all-season accessories and attachments.







Visit toro.com or call your local distributor for a full list of available accessories and attachments.



Workman MDX

Achieve enhanced productivity and experience optimum operator comfort with Superior Ride Quality (SRQ™) and the highest total carrying capacity in its class of turf utility vehicles. Available in both gas and diesel models.



Workman HD Series – 2WD & 4WD

Unmatched work capability with up to 3,249 lbs (1477 kg) total carrying capacity and 3,500 lbs (1587 kg) towing** provide you the ability to complete your most demanding jobs.

SPECIFICATIONS

	Workman MDX	Workman HD Series
ENGINE	Briggs & Stratton® Vanguard® 480 cc, Kubota® 600 cc)	Kohler® 23 hp (17.2 kW), Kubota® 23.3 hp (18.5 kW), Kubota® 32.5 hp (24.2 kW)
FUEL	Diesel or Gas	Diesel or Gas
TOTAL CAPACITY	1,650 lbs (750 kg)	Up to 3,249 lbs (1477 kg)
TOWING CAPACITY	1,200 lbs (545 kg)*	3,500 lbs (1587 kg)**
VEHICLE WIDTH	61.2" (155.4 cm)	64.7" (164.3 cm)
VEHICLE LENGTH	121.1" (307.5 cm)	130" (330.2 cm)

See Commercial Equipment Guide for complete specifications.
*With heavy-duty hitch. **With trailer brake.

Outcross® 9060



Do More

All-Purpose Utility, Turf-Friendly Platform

The Outcross 9060 is an invaluable tool in the long-standing battle Grounds Managers face to do more with less. This machine is a time-saving, easy-to-use, multi-purpose, turf-friendly workhorse that brings year-round flexibility, consistency and productivity to turf maintenance operations. Get ready to do more. Its balanced design, four-wheel steer and four-wheel drive make it extremely gentle on turf, while the Outcross's three-point hitch, drawbar and front loader keep it busy year-round. Mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, topdress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chip wood and much more. Intuitive automotive-style controls and one-time parameter setup keeps even complex operations simple and efficient.

Unparalleled Application Versatility



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Outcross® 9060 Features

- **Turf-friendliness** – The Outcross 9060's unique electronically controlled four-wheel steer and four-wheel drive system provide turf friendliness and maneuverability. Each wheel turns and spins independently for gentle turning and superior traction. Outcross's balanced design removes the need for front counterweights, making it significantly more delicate on turf than an agricultural tractor.
- **Consistency** – Set up and save the parameters for each attachment – one time, up front – to ensure the machine performs exactly to your specifications. Store settings for up to 16 attachments for ease of use and consistent performance.
- **Versatility** – With three-point, drawbar, cargo bed and loader capabilities, the opportunities to maximize this investment are nearly endless. The Outcross 9060 does the work of multiple machines in one compact package. Put your investment to work every day and receive consistency, efficiency and reliability in return.
- **Control** – Operation is simple and intuitive, with a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with an agricultural tractor. Cruise control, shuttle shifting, a passenger seat and one-action controls add to the ease-of-use and efficiency.
- **New Standard Equipment** – Every Outcross now includes a beacon light, horn, ROPS-mounted work lights and increased towing capability. Additionally, both loader models include a front grill brush guard.



All-Season Cab with Loader



Canopy with Standard Bed



Canopy with Cargo Bed



Standard Bed, 1,000 lbs (453.6 kg) capacity



Optional Cargo Bed, 4,500 lbs (2041 kg) capacity

TORO INNOVATION



***Intuitive Controls** – Operation is simple, which gives invaluable piece of mind and flexibility to the operation-critical tasks that keep Turf Managers up at night. The hydrostatic drive, shuttle shifting and single-touch paddle control of all operating parameters eliminates the complexity associated with agricultural tractor use.*

SPECIFICATIONS



***Improved Towing Capabilities** – A slightly revised drivetrain improves the heavy load towing capabilities of the Outcross; same max capacity, but with improved performance.*

	Outcross 9060
ENGINE	59 hp (44 kW) turbo-charged, liquid-cooled
FUEL	Diesel
VEHICLE CAPACITY	up to 4,500 lbs (2,041 kg)*
TOWING CAPACITY	up to 16,000 lbs (7,257 kg)**
LOADER LIFT CAPACITY	2,200 lbs (998 kg) Lift height: 107" (272 cm)

See Commercial Equipment Guide for complete specifications.
*With cargo bed installed. ** Trailer weight, when equipped with trailer brakes.

Field Pro™ 6040 Infield Goomer



Major League Results on Your Home Field

Create ballfields that fans and players love with the Toro Field Pro 6040. This workhorse features efficient operation with the innovative MultiTool™, ergonomic operator comfort and incredible versatility in attachment options. The dedicated platform produces a consistent, superior infield playing surface regardless of starting conditions. Precision engineering means precise results. With the Field Pro 6040, it's game on.

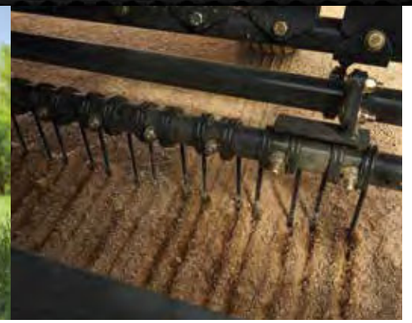
TORO INNOVATION



Field Pro 6040 Laser Grading Kit *– Designed for precisely grading to a 1/8" (3 cm) accuracy, the laser receiver continually actuates the box blade to desired settings ensuring extremely consistent, smooth surface with proper slope profile for drainage and play. Combined with the rigid frame and commercial-strength hydraulics, the laser leveling system enables any operator to achieve repeatable, all-star grading regardless of starting conditions.*







Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Field Pro™ 6040 Features



COMMERCIAL-GRADE CONSTRUCTION
The rugged chassis and commercial-grade components, produce major league playing surfaces for your home field.



LASER LEVEL CAPABILITY
An optional Laser Level Receiver System is able to be mounted to the Field Pro 6040 providing precise leveling and grade for optimal playing conditions.



MULTITOOL™
Combines the MultiTool Box Grader and MultiTool Adjustable Carrier to provide multiple options for varying field conditions.



EASY OPERATION
The Field Pro 6040 provides an ergonomic operator platform combined with intuitive controls and clear sight lines for all-day comfort.





MULTITOOL ADJUSTABLE CARRIER
Comes standard with Spring and Solid Tine Toolbars that are hydraulically controlled for both depth and angle. Optional carbide and weeder tines available.



QUICK ATTACH SYSTEM™ (QAS)
Add optional rear attachments in seconds – cocoa dragmat, nail drag, steel dragmat, tooth rake, spring rake and much more.



MULTITOOL BOX GRADER
High-strength steel construction with changeable wear edge and adjustable grader angle. Can be fitted with an optional attachments such as a Field Edger, Box Blade Extensions and Planer Blade kit.

SPECIFICATIONS

	Field Pro 6040
ENGINE	Kohler® 25hp (18.6 kW)
FUEL	Gas
GROUND SPEED	Forward: 0-10mph
WIDTH	67.8" (172 cm)
HEIGHT	50.7" (134 cm)

Sand Pro® Infield Groomers



Sand Pro Infield Groomers

It's time to demand more from your ball field groomer. With the exclusive Quick Attach System (QAS™) offering tool-free, quick attachment change outs and over 20 useful attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with many uses on and off the playing field. The Sand Pro 5040's front QAS provides added flexibility and steerable front attachments for precision. The Toro Sand Pro keeps your ball fields in tournament condition every day.



Sand Pro 5040

With an exclusive front and rear QAS, a powerful 18 hp (13.4 kW) Vanguard® engine and over 20 available attachments, you'll do more with the Sand Pro 5040 than you ever thought possible. The front and rear QAS lets you change most attachments in under a minute and gives you more options in the field and beyond.



Sand Pro 3040

The Sand Pro 3040 is a versatile maintenance machine that not only does an exceptional job grooming surfaces, but also can be converted to perform other critical maintenance tasks. The exclusive rear QAS allows for under-a-minute attachment changes for over 20 attachments.



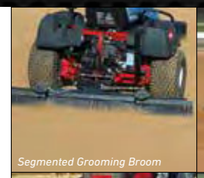
Sand Pro 2040Z

The Sand Pro 2040Z is a unique zero-turn mechanical ball field groomer that delivers unmatched maneuverability and productivity. The exclusive nail drag/flex groomer with "Lift in Turn" feature, makes the inside flex tooth rake section lift in a tight turn preventing teardrop formation, leaving a uniform ball field surface.

TORO INNOVATION



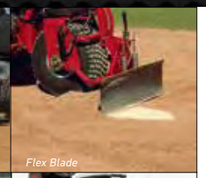
The need for a more versatile infield groomer led to the development of the exclusive Toro Quick Attach System. QAS turns what was once a lengthy, tedious procedure into a quick change that any member of your maintenance crew can master in seconds. In most cases, changing attachments takes less than a minute.



Segmented Grooming Broom



QAS Flex Groomer



Flex Blade



Manual Blade



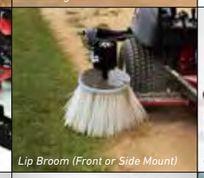
Steel Drag Mat



Spiker



Spring Rake



Lip Broom (Front or Side Mount)



Coco Mat



Solid Tine Scarifier Teeth Leveling Blade



Tooth Rake



Finish Grader



Nail Drag



Spring Tine Teeth



QAS Flex Tooth Rake

Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Sand Pro Attachments for Any Job

The Sand Pro features innovations that elevate the overall versatility and reliability of these sports field management machines. The Quick Attach System (QAS) allows operators, in less than a minute, to switch from over 20 different attachments – without the use of any tools.



QAS Flex Groomer & AutoMat Steel Drag Mat

The innovative QAS Flex Groomer and AutoMat attachments turn your Sand Pro 3040/5040 into a productivity powerhouse. The QAS Flex Groomer mounts to our Nail Drag to provide scarification and smoothing in one pass. The AutoMat Steel Drag Mat automatically raises and lowers with the Nail Drag, rather than requiring the operator to manually stow the drag mat in between ball fields.

The Perfect Combo for Crisp Edging and Cleanup!



Sports Field Edger

Toro's sports field edger significantly reduces labor in maintaining the grass edge of the outfield near the infield skin or warning track. This improves the playability and safety of the ball field.



Lip Broom*

The Lip Broom attachment keeps your skinned areas looking sharp by removing ridge buildup and sweeping material back into the infield.

*Available from Rahn' Industries at www.rahnindustries.com or 1-800-298-1707.

SPECIFICATIONS

	Sand Pro 2040Z	Sand Pro 3040	Sand Pro 5040
ENGINE	12.2 hp (9.1 kW)	16 hp (11.9 kW)	18 hp (13.4 kW)
TRACTION DRIVE	2WD	3WD	3WD
GROUND SPEED	0-12 mph (0-19.3 km/h)	0-10 mph (16 km/h)	0-10 mph (16 km/h)
WHEEL BASE	58.0 in (147 cm)	42.75" (108 cm)	42.75" (108 cm)
ATTACHMENTS	2	Over 20	Over 20
QAS (Quick Attach System)	N/A	Rear QAS Standard	Rear QAS Standard; Optional Front QAS

See Commercial Equipment Guide for complete specifications.

ProCore® Aeration Solutions

ProCore Aerators

Literally ground-breaking technology available for manicured facilities, sport fields and fairways.





ProCore SR Series Deep-Tine Aerators

ProCore SR Series deep-tine aerators alleviate subsurface soil compaction, helping to create an environment for turf to thrive. These durable and time-tested products are capable of withstanding the most extreme aeration conditions.



TITAN® Tines

Aeration keeps your turf looking great. It's important to aerate often, especially when it comes to high traffic areas, and with TITAN Tines you'll know you have the best equipment to meet all of your aeration needs. Visit toro.com or call your local distributor for a full list of available tines.

NEW



ProCore 648s

Revised controls improve ergonomics and allow single-handed operation. Hole spacing and true tine depth are now set and saved in the InfoCenter. The onboard controller is continuously monitoring key operating parameters to improve after aeration turf condition and allow the operator to easily target coring head drop and raise. A tighter turning radius with reduced wheel scrubbing gives the ability to easily increase speed during turns.



ProCore 864/1298

Smooth operation combined with incredible 64 or 98-inch (1.95 or 2.98 meter) aeration widths maximizes productivity. Independent articulating coring heads on the 1298 provide superior ground following and consistent hole depth.



Toro Aerators 686/687

Turf Aerators 686 and 687 are an efficient and effective way to aerate large turf areas. Designed with 70-pound (31.75 kg) cast wheels and a unique floating head design, these aerators give excellent depth and ground following capabilities.

SPECIFICATIONS

Aeration	PC 648s	PC 864	PC 1298	686/687
POWER SUPPLY	23 hp (17.1 kW) engine	30 hp (22.4 kW) tractor	45 hp (33.5 kW) tractor	30 hp (22.4 kW) tractor
WORKING SPEED	0.5-2.1 mph (0.8-3.3 km/h)	0-2.6 mph (0-4.2 km/h)	0-2.6 mph (0-4.2 km/h)	0-2.6 mph (0-4.2 km/h)
AERATING WIDTH	48" (121 cm)	64" (162.6 cm)	98" (249 cm)	78" (198 cm)
AERATING DEPTH	Up to 4.5" (11.3 cm)	Up to 5" (12.7 cm)	Up to 5" (12.7 cm)	Up to 5" (12.7 cm)

Deep Tine Aeration	PC SR54	PC SR70	PC SR72
POWER SUPPLY	18 hp (13.4 kW) tractor	35 hp (26 kW) tractor	45 hp (33.5 kW) tractor
WORKING SPEED	1-2.5 mph (1.6-4 km/h)	1-2.5 mph (1.6-4 km/h)	0.8-1.5 mph (1.3-2.4 km/h)
AERATING WIDTH	54" (137 cm)	73" (185.4 cm)	72" (182.9 cm)
AERATING DEPTH	Up to 10" (25.4 cm)	Up to 10" (25.4 cm)	Up to 16" (40.6 cm)

See Commercial Equipment Guide for complete specifications.

Multi Pro® Sprayers

Multi Pro WM 200-Gallon Sprayer Accessory

The Multi Pro WM Sprayer for Toro's Workman® HD or HDX utility vehicle leverages the advanced spray system capability of Toro's dedicated sprayers, and combines this functionality with cutting-edge and intuitive sprayer controls to create one of the most advanced, efficient and accurate 200-gallon (757 liter) sprayers on the market.



Convert from sprayer back to cargo bed in as little as 20 minutes.

Visit toro.com or call your local distributor for a full list of available accessories and attachments.



Multi Pro 1750 – 175-Gallon Dedicated Sprayer

This popular sprayer uses an advanced, high performance spray system design. Cutting-edge sprayer controls and productive vehicle features create one of the most efficient and accurate 175-gallon (662 liter) sprayer on the market. From aggressive agitation, faster rate response, consistent and accurate application rates, and intuitive rate set up, to precise vehicle control, this sprayer has it all.



Multi Pro 5800



Multi Pro 5800 with GeoLink® GPS System

Multi Pro 5800 – 300-Gallon Dedicated Sprayer

Leading sprayer technology, proven reliability and innovative accessories provide many performance and operational advancements. Every aspect of the spray system has been engineered to deliver unsurpassed spray accuracy, aggressive agitation and faster response time. Consistently delivers desired spray rates and coverage in even the most demanding environments.

Multi Pro 5800/1750 with GeoLink® GPS Technology

This smart system knows your precise location. By automatically turning individual nozzles on and off, overlaps and skips are virtually eliminated, saving up to 14% in chemical costs.* Map out your application area once, and the data will be saved for future applications.**

SPECIFICATIONS

	Multi Pro WM	Multi Pro 1750	Multi Pro 5800
ENGINE	Workman HD Utility Vehicle Accessory	25 hp (18.6 kW) Gas	50 hp (37.3 kW) Gas
SPRAYER TANK	200 gallons (757 liters)	175 gallons (662 liters)	300 gallons (1,135 liters)
BOOM	18.5' (5.6 m) or optional 20.5' (6.25 m), 3-section	18.5' (5.6 m) or optional 20.5' (6.25 m), 3-section	20.5' (6.25 m), 3-section

*Based on test results. **Contact your Toro Distributor for details, may require subscription with optional monthly service fee. See Commercial Equipment Guide for complete specifications.

Toro Topdressers



Topdresser 1800

The Topdresser 1800 has an 18-cubic-foot (509 liter) capacity and mounts to a Toro® Workman® or other heavy-duty utility vehicle. It delivers precise, productive performance at up to 8 mph (12.8 km/h) topdressing speed. A remote on-off application lever allows precise control/placement from the comfort of the operator's compartment.



ProPass™ 200

The ProPass 200 ensures a consistent spread pattern and application rate with a patented "drop zone" adjustment system. Just slide the twin spinner assembly to adjust your pattern and you can be sure your turf is getting the optimum treatment.



Topdresser 2500

The Toro Topdresser 2500 is a ground-driven unit towed by a Toro Workman and is equipped for maximum performance and power. Because all the wheels drive the conveyor belt and brush, you are ensured a consistent application rate on uneven terrain while the 25-cubic-foot (708 liter) capacity and 8 mph (12.8 km/h) topdressing speed will tackle the toughest topdressing jobs.



MH-400

The MH-400 is ideal for topdressing large areas, applying mulch and crumb rubber, and transporting a variety of materials. The efficiency of the Toro MH-400 reduces labor, saves time and cuts operating costs, making it an integral part of any maintenance program.

SPECIFICATIONS

	Topdresser 1800	Topdresser 2500
HOPPER CAPACITY	18 cu. ft. (502 liter)	25 cu. ft. (698 liter)
SPREADING WIDTH	60" (152 cm)	60" (152 cm)
APPLICATION SPEED	Up to 8 mph (12.8 km/h)	Up to 8 mph (12.8 km/h)
HEIGHT LENGTH WIDTH	43" (109 cm) 52" (132 cm) 72.5" (184 cm)	43" (109 cm) 97.5" (248 cm) 72.5" (184 cm)

See Commercial Equipment Guide for complete specifications.

	ProPass 200	MH-400
HOPPER CAPACITY	21 cubic feet (594.6 liter)	4 cubic yards (3.06 cubic meters)
CONTROLS	Standard or Electronic Wireless	Standard or Electronic Wireless
HYDRAULIC REQUIREMENTS	Minimum 6 GPM (22.7 L/min) @ 2,000 PSI	Minimum 10 GPM (37.8 L/min) @ 2,000 PSI

Debris Management



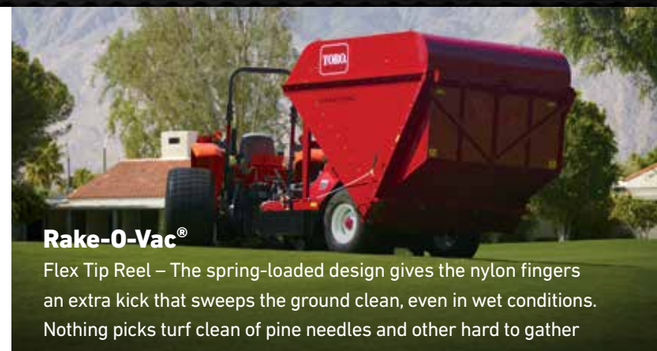
Pro Force®– Turf and Street-Legal Models Available, D.O.T. Certified

This self-contained engine-driven debris blower can be towed behind any utility vehicle and is also available in a street-legal model. It utilizes a high-efficiency turbine to deliver industry-leading air power through a single nozzle to clear turf or pavement of leaves, twigs, pine needles, grass clippings or other debris.



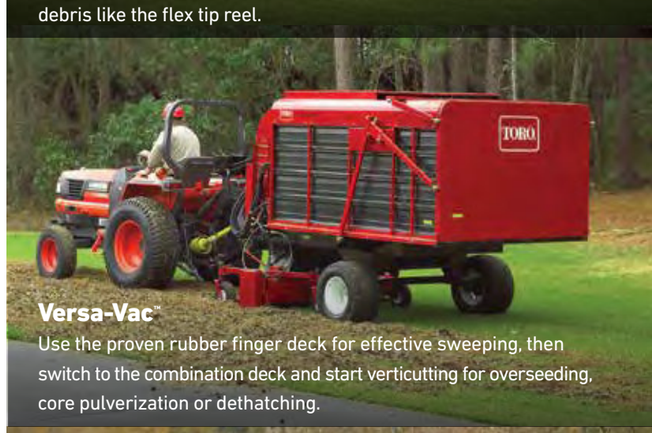
Groundsmaster® 3300-D ProForce® Attachment

Quick attatchment system (QAS) allows you to efficently front-mount the ProForce Blower to your Toro Groundsmaster mower, and 245 degrees of rotation allows for a wide spread of debris blowing.



Rake-O-Vac®

Flex Tip Reel – The spring-loaded design gives the nylon fingers an extra kick that sweeps the ground clean, even in wet conditions. Nothing picks turf clean of pine needles and other hard to gather debris like the flex tip reel.



Versa-Vac®

Use the proven rubber finger deck for effective sweeping, then switch to the combination deck and start verticutting for overseeding, core pulverization or dethatching.



Pro Sweep®

Faster than traditional methods of collecting aeration cores and other organic debris. Brush height adjustment accommodates a variety of turf conditions.

SPECIFICATIONS

	Pro Force
OPERATION HEIGHT	Adjustable, 4.5" to 8.5" off the ground
NOZZLE ROTATION	245 degrees

	Rake-O-Vac	Versa-Vac	Pro Sweep
POWER SUPPLY	23 hp (17.15 kW) engine, tow required	35 hp (26 kW) tractor PTO	8 gpm (30.3 L/min) hydraulic flow*
SWEEP WIDTH	61" (155 cm)	78" (198 cm)	52" (132 cm)
HOPPER CAP.	4.75 cubic yards (3.63 cubic meters)	6.5 cubic yards (5 cubic meters)	25 cubic feet (708 liter)

*Workman vehicles require the high-flow hydraulics kit. See Commercial Equipment Guide for complete specifications.

RotaQuake™ 630

The Bullseye RotaQuake 630 is an aerator that decompacts the soil using a set of rotating steel blades. As these blades cut cleanly through the soil, they create a wave action that shatters compacted areas and opens up the subsoil. The RotaQuake can work at depths up to 10" (25.4 cm) with minimal to no surface disruption to keep your turf ready for play. The rear roller smooths surface behind rotating blades and the integrated legs make unhooking and storage easy.





RapidSeed™ 430/590

The Bullseye RapidSeed 430 and 590 are ideal where economy and random seed dispersement are important. Both RapidSeed overseeding machines offer the same accurate means to produce thousands of holes, deliver the seed and brush in, all with a single machine. Available in two widths, there is a unit for tighter, more undulating areas or larger areas. The spikes are conical-shaped, so more seed actually drops into the holes. The seeds drop when the side wheel turns, so there is no spillage of seed when the machine is not in operation. An optional replacement rear spiked roller can be added to double the number of holes per pass. The optional hydraulic lift wheel kit allows the seeder to be towed behind even a Workman® HDX and provides improved ground-following ability.

AccuraSeed™ 620

The AccuraSeed 620 plants grass seed directly into the ground, providing outstanding seed-to-soil contact and unmatched germination. The simple yet effective twin discs open a slit for seed placement allowing for multiple passes without disrupting dormant or winter damaged surfaces. The large capacity hopper with windows to monitor seed level allows for less frequent refills, resulting in greater productivity. A proven seed size adjustment and metering design allows the machine to provide an infinite range of seeding rates with all seed types, from very large to the very smallest of seed varieties.



NuSurface™ 470/790

The Bullseye NuSurface 470 and 790 are used to fraise mow, flail mow, level, de-thatch and renovate turf areas, as well as harvest sprigs. These products are ideal for use on golf courses and are quickly becoming the go-to grass removal tool for fast and efficient resurfacing projects. It's rotary action removes material and transfers it onto a conveyor system for disposal, leaving behind a smooth surface, immediately ready for sod or seeding. These machines are highly productive and can be adjusted in small increments for the desired level of aggresiveness. Rather than swapping out the entire blade mount rotor to change mowing operations, a cost effective optional verti-cut blade set is easily installed to replace the standard fraise/flail mowing blade set.





QuickGroom™ 550

The Bullseye QuickGroom 550 is a towable grooming machine designed to work on natural turf. Its two round counter-rotating brushes effectively brush topdressing into aeration holes. The QuickGroom 550 is an excellent tool for standing up matted turf on a golf green to help provide a more consistent cut – resulting in a superior putting surface. This simple device can be towed by any utility vehicle, has quick and easy adjustments, and has its drive components protected inside the durable frame.

QuickGroom™ 710

The Bullseye QuickGroom 710 is designed to groom, and evenly incorporate topdressing material quickly and efficiently. The combination of angled and straight brushes both move materials side to side and leave a smooth, finished surface. Optional adjustable depth spring tines can be used to lightly de-thatch natural grass. An optional electric lift wheel kit expands your tow vehicle options to include even the GTX line of utility vehicles. Manually folding side wings can be added, converting the groomer to over 13' (4 meters) wide, increasing productivity for fairways and any other large turf areas.





QuickGroom™ 700

For brushing and striping of natural turf, nothing beats the proven Bullseye QuickGroom 700. The highly-effective triangular arrangement of the brushes will redistribute topdressing material side to side while standing up and grooming each grass blade for an attractive finish. Long-wearing poly-bristles quickly and efficiently brush topdressing to an even and level finish.

NEW

BULLSEYE™ Synthetic Turf Grooming, Cleaning and Decompacting Products

FieldClean™ 580

Regular cleaning of synthetic turf is necessary to keep playing surfaces draining properly, in optimal playing condition and maximize their useful life. The Bullseye FieldClean 580 utilizes a row of spring tines that first loosen infill materials, embedded debris, hair and other fine materials up to a depth of 1" (2.5 cm). A highly effective, counter-rotating synthetic brush then lifts the debris and top layer of infill material from the turf and onto the adjustable angle vibrating sieve, allowing infill material to return to the field surface while debris, dust and hair are collected.
The rear brush re-incorporates the infill material and leaves a freshly groomed surface.





QuickGroom™ 550

The Bullseye QuickGroom 550 is a towable grooming machine designed to work on both natural and synthetic turf. Its two round counter-rotating brushes effectively brush topdressing into aeration holes or redistribute infill on a synthetic turf field. This simple device can be towed by any utility vehicle, has quick and easy adjustments, and has its drive components protected inside the durable frame.



FieldCombo™ 770

To brush, loosen and decompact the hardest infill, the Bullseye FieldCombo 770 is equipped with a variety of customizable tools to meet your needs. Two rows of steel spring tines gently lift and break up compacted areas while effectively mixing and softening any infill material. Used separately with spring tines raised, or in combination, the rear poly-brushes straighten and lift the turf fibers leaving them plush and upright for an improved playing surface and an exceptional field appearance. An optional magnet adds to its functionality and quickly installed drawbar kit allows even more tow vehicle options.

FieldFill™ 660

The Bullseye FieldFill 660 is designed to quickly work even the heaviest amounts of infill materials into the field surface. It can also be used to lightly decompact existing infill material and rejuvenate and groom an older synthetic turf sports field. The 660 is equipped with five hydraulically powered and adjustable speed rotating brushes which loosen, decompact and incorporate infill. The two straight brushes serve to smooth the infill and groom the surface for great results in a single pass. Based on operating speed and working width, this machine is highly productive – helping to get your job completed quickly.



FieldMagnet™ 600

The Bullseye FieldMagnet 600 is a heavy-duty magnetic sweeper that is designed with a robust inner-steel structure providing durability and also attaining the highest power available from this type of tow-behind magnet. The FieldMagnet is manufactured using high-grade, ceramic-8A magnet material for long-lasting, superior performance. Features include heavy-duty grooved tires, permanently lubricated wheel bearings, a 48" (122 cm) tow-bar, and quick-clean trays. Our exclusive magnetic circuitry has exceptional power, and this machine has an extremely durable aluminum outerhousing designed for years of use.





QuickGroom™ 710

The Bullseye QuickGroom 710 is designed to groom, and evenly incorporate topdressing and infill materials on natural or synthetic turf quickly and efficiently. The combination of angled and straight brushes both move materials side to side and leave a smooth, finished surface. Optional adjustable depth spring tines can be used to lightly dethatch natural grass or decompact synthetic turf and the optional magnet will help remove magnetic objects from your playing surface. Manually folding side wings can be added, converting the groomer to over 13' (4 meters) wide, increasing productivity for large turf areas such as fairways or football fields.



QuickGroom™ 700

For brushing and striping of natural turf, nothing beats the proven Bullseye QuickGroom 700. The highly effective triangular arrangement of the brushes will redistribute topdressing material side to side while standing up and grooming each grass blade for an attractive finish. Long-wearing poly-bristles quickly and efficiently brush topdressing to an even and level finish.

FieldSweep™ 660

The Bullseye FieldSweep 660 is a ground-driven surface debris removal and grooming tool designed primarily for synthetic turf fields. The counter rotating paddle style brushes on the FieldSweep 660 lift surface debris and infill material to be separated on the shaking sieve. The infill is returned to the surface and brushed in while the unwanted debris continues across the sieve to the easily removable collection bins on the rear of the unit. The tine section aids in decompaction while the rear brush grooms the field surface to leave a clean, smooth and aesthetically pleasing finish. Optional accessories allow customization for different types of infill material and any tow vehicle.





Irrigation Solutions Designed to Meet Natural or Synthetic Turf Management Needs

Every field, sports complex and recreation facility is unique. With the industry's largest selection of medium to large area sprinklers and rotors, Toro® has a breadth of products with unique features to help you design a system that meets your natural or synthetic turf objectives.

Turf Guard® Wireless Soil Monitoring System



Toro® Turf Guard Wireless Soil Monitoring System helps you improve your turf, soil and water efficiency. The Turf Guard system is a revolutionary technology that lets you know what's going on beneath the surface of your sportsfield so you can make timely, more informed adjustments. Turf Guard uses small, dual-layer sensors buried under strategic areas of your field. Once in the ground, each sensor accurately measures moisture, temperature and salinity levels of your soil at two depths, in real time.

DXi™ Central Control



Toro's new DXi Central Control satellite is loaded with features to make precise water management more convenient and flexible. It also supports both Rain Master® Laguna™ or Toro Sentinel® software in a single controller platform.

P-220/220 Series Valves



These heavy-duty glass-filled nylon or brass valves are specially designed for commercial applications with pressures up to 220 psi. Plastic models available with optional "scrubber" feature.

640 Series Sprinklers



Considered the most durable, heavy-duty commercial sprinkler available, the 640 Series is the traditional, proven veteran for athletic fields and other large commercial applications.

TS170 Series



Long radius rotors are the optimal solution for cooling and washing large synthetic turf fields. Capable of achieving a throw of 177 feet, TS170 rotors can be installed along the perimeter of the playing surface to help preserve player safety and maintain field aesthetics.

TS120 Series Impact Sprinklers



TS120 Series Impact Sprinklers are capable of long range throws up to 125 feet, making them well suited to meet the needs of both synthetic and natural turf sports fields. The TS120 can be configured with a factory-installed TurfCup™ to seamlessly blend the sprinkler into natural turf surfaces and preserve aesthetics. A wide assortment of low-maintenance, nozzle options and heavy-duty construction, help to preserve playability, turf health and optimum water use.

TS90 Series Sprinklers



Ideal for large open spaces, like soccer fields and training grounds, TS90 Series rotors feature TruJectory™ angle adjustment of 7° to 30,° back nozzle capability and a ratcheting riser. TS90 rotors are available with TurfCup™, an over-the-cap feature that allows seamless integration of the rotor into the playing surface to enhance player safety, surface functionality and field aesthetics.

T7 Series Sprinklers



T7 Series rotors are built to meet the needs of professional or municipal sports fields. Available with a stainless-steel riser, the T7 rotor features high-efficiency and low-flow nozzle options, an arc adjustment indicator on top for simple installation and service, and Smart Arc™ Memory.

TORO INNOVATION



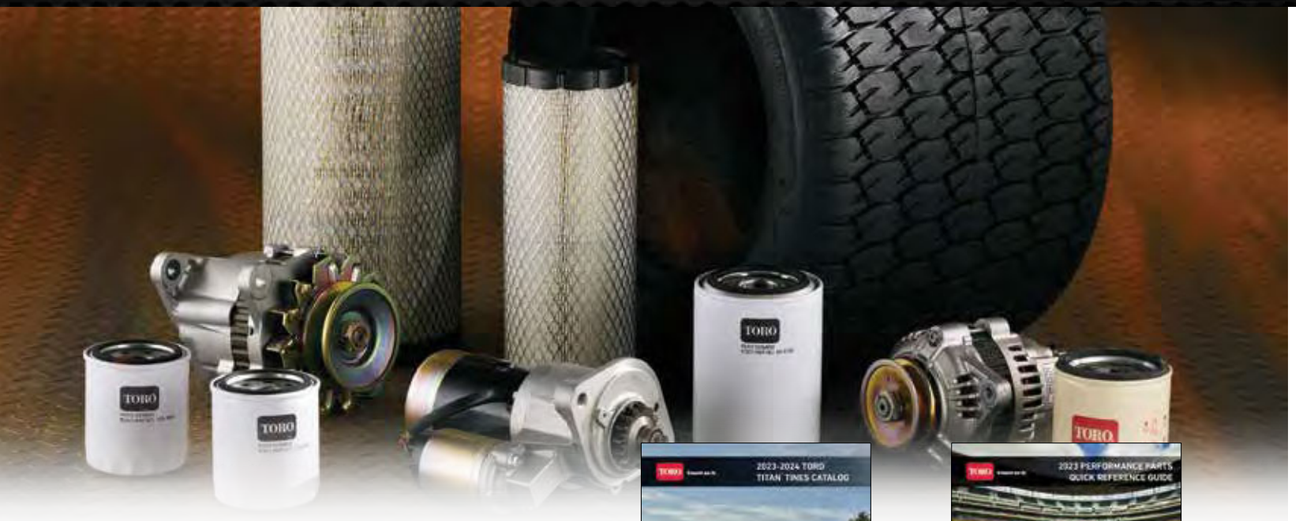
Enhanced software allows for many upgrades including web-based control, expanded two-wire decoder systems, customized alerts and emails, Turf Guard wireless moisture-sensing views and Precision™ ET integration.

SPECIFICATIONS

	640 Series	T7 Series	TS90	TS120 Series	TS170 Series	P2 Series
Radius	47'-67' (14.3-20.4 m)	46'-75' (14-23 m)	53'-95' (16.2-29 m)	62'-125' (18.8-38.1 m)	111'-177' (33.8-53.9 m)	105'-180' (32-54.9 m)
Inlet Size	1" (2.5 cm)	1" (2.5 cm)	1" (2.5 cm)	1.5" (3.8 cm)	2" (5 cm)	2.5" (6.4 cm)
Flow Range	6.0-25 GPM (27.3-113.6 L/min)	6.6-30.6 GPM (30-139.1 L/min)	14-61.5 GPM (63.6-280 L/min)	20-121 GPM (90.9-550 L/min)	113-303 GPM (513.7-1377 L/min)	70-267 GPM (318-1213.8 L/min)
Operating Pressure	40-100 PSI (2.75-6.9 bars)	86-117 PSI (5.93-8.06 bars)	40-100 PSI (2.75-6.9 bars)	45-120 PSI (3.1-8.3 bars)	60-145 PSI (4.14-10 bars)	60-115 PSI (4.14-7.9 bars)

See Residential and Commercial Irrigation Products Catalog for complete specifications, pages 56 to 73.

Genuine Toro Parts



Genuine Toro Quality

- **Industry-Leading Fill Rates** – Local distributor, supported by Toro's parts network offers the parts you need when you need them.
- **Parts Availability** – Most local distributors deliver parts within 1–2 days. Toro backs this promise with 48-hour delivery support option.
- **OEM Quality** – Toro genuine service parts are the same parts used on the original piece of equipment, ensuring maximum performance with less downtime.
- **Unparalleled Customer Service** – Count on dedicated support for your Toro parts needs.
- **Peace of Mind** – With Toro genuine parts, you get the right part with the correct specifications. There's no need to wonder if the part will work.



Toro® Titan® Tines Catalog

- Over 150 tines in a wide variety of styles and sizes, providing multiple aeration choices
- Coring and solid tines in standard and deep lengths to meet your exact aeration requirements
- Organized by aerator and mount size for easy selection



Toro® Performance Parts

- Competitive pricing on parts you use every day
- Full line of filter MVP maintenance kits
- Quick and easy to use reference guide:
  - Filters, belts, bearings, tires, starters and alternators



THE TORO COMPANY GENUINE PARTS QUALITY RELIABILITY

ASAP+™

Cost-Effective Next-Day Parts Delivery Service

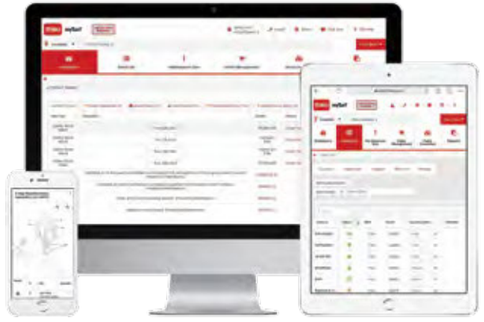
When you need it fast, Toro is there for you with a cost-effective delivery service. Your priority need is our priority. ASAP+ Delivers! Simply ask your distributor parts customer service for ASAP+ service the next time you have an urgent parts need!

Toro Digital Solutions

myTurf® Pro

Web-Based Asset Management

myTurf Pro is a powerful, easy-to-use software application that tracks and manages all your assets, regardless of brand. Real-time data helps you improve staff efficiency, lengthen the life of your equipment and reduce overall maintenance costs across your entire organization.



toro.com/myturfpro

Connect.

Capture, combine and access equipment and irrigation information on a mobile-enabled, real-time, web-based platform. Track utilization data through internet-connectivity of Toro or non-Toro equipment.

Manage.

Customizable tools deliver interactive alerts, automated/proactive notifications, labor management and expense tracking, and instant access to mission critical service documentation and operational reports.

Maintain.

Order parts, schedule service activities and routine maintenance tasks, track inventory, monitor fleet health and labor expenses or generate reports that demonstrate operational excellence, 24/7.

Simplify.

There's no other tool like it for turf professionals! myTurf Pro was designed to make your difficult job easier. It puts the optimization, efficiency and effectiveness of your operation at your fingertips.

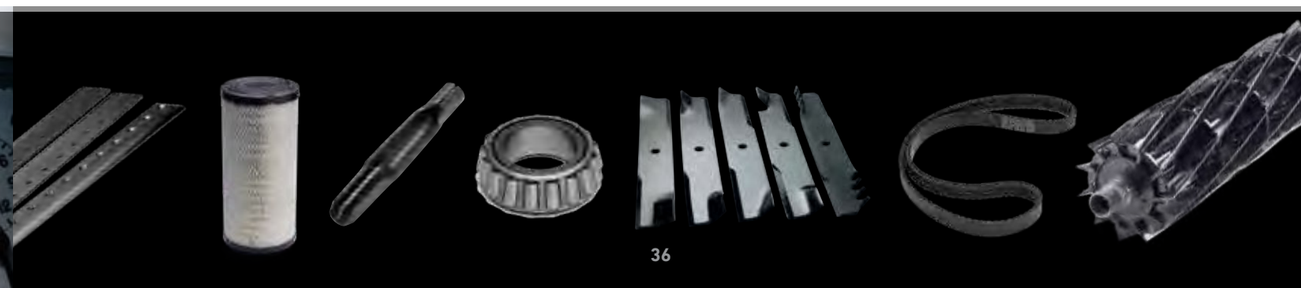
Intellidash™

IntelliDash is a new cloud-based management platform that collects the information a Superintendent or Park Manager deems most important and delivers it in a dashboard that is easy to use and completely customizable. It allows users to monitor the health of their operation in one central place. Some examples of the data services initially available to view in IntelliDash include status information about weather, myTurf® Pro, Lynx®, labor, chemicals, Turf Guard® soil sensors and pump stations. Some of the information comes straight from the products and services Toro offers today. While some of the information comes from third-party applications a customer may already utilize, such as ASB taskTracker and Playbooks™ for Golf. Additional new data sources will be added to IntelliDash in the near future. Visit Intellidash.Toro.com for more information.



toro.com/intellidash





Toro Service Solutions

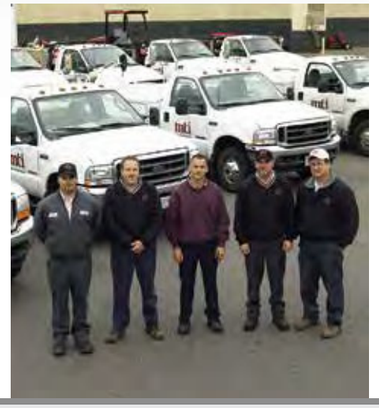


Toro® Protection Plus™ Extended Protection Plan*

Toro Protection Plus keeps you in control of your maintenance budget by protecting you from unexpected mechanical breakdown expenses. The Plan begins immediately after your initial Toro warranty expires for seamless protection with no deductible. A tailored Toro Protection Plus program provides the length and type of coverage you prefer: choose from one-, two- or three-year comprehensive or drive-train extended protection plans. It can be bundled with your equipment financing for a regular monthly payment that helps you manage your budget. All repairs made under Toro Protection Plus are performed by qualified Toro distributor technicians using Genuine Toro Parts. Your plan will be honored by any authorized Toro service distributor in the U.S. It even provides a transportation benefit for pickup and delivery of your product. For peace of mind and budget planning, Toro Protection Plus delivers.

toro.com/tpp

*Exclusions apply. Contact your Toro distributor for complete details.



Toro® Financing

A plan makes all the difference. Financing is a tool to acquire the right equipment with the right terms to optimize your capital and operating budgets. We have a full array of financing options to accommodate your unique needs – whether you are a tax-supported or a commercial entity. We can help you match your business economic and agronomic goals with the potential financing benefits that are available. Whether choosing maintenance equipment or irrigation components for a renovation, Toro Financing has a unique plan to meet your exact goals. Your Toro representative has experience and is trained to help you look beyond simply financing one item to the next, to looking at your longer-term equipment and economic needs. It's not a one-size-fits-all plan. Looking at the total picture will help you find the right acquisition solution for your individual needs. Please contact your local Toro distributor for complete details.

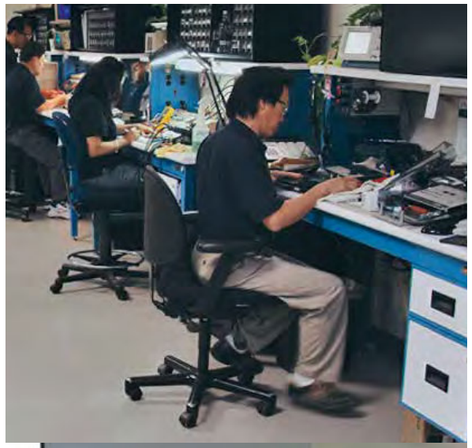


Toro® NSN®

Toro NSN is an industry-first support network designed to provide you with an absolutely reliable, round-the-clock resource for irrigation central control system trouble-shooting and operation assistance. Through a range of service options, NSN offers the hardware, software, first-year support, telephone help and central control system training you can count on to be sure your turf remains in top condition. Call 1-800-ASK-TORO for irrigation system assurance and peace of mind.

Toro® Controller Repair

Through your distributor, Controller Repair provides controller boards ready for immediate board exchange to assure that controller downtime is minimal and your turf stays protected. Our technicians are continually updating engineering specifications to provide up-to-date support when you need it most. With our unmatched distributor network, up-front pricing and product warranty supported by a toll-free Customer Support line, Toro is the choice for reliability.
Visit www.toro.com/controller-repair for more information.



Toro® Training

Along with a full complement of products and services is an opportunity to visit Toro for technical training. We offer our three-day **Toro Customer Turf Technician Training Program** held at Toro's headquarters in Minneapolis several times each year.
This three-day program is designed for Golf and Sports Fields & Grounds equipment technicians, golf course superintendents, sports fields managers or anyone at a facility with turf equipment maintenance responsibility. Visit Toro.com/Support/Education and Technical Reference/Service Training Center for additional details on course content.



Toro's North American Distributor Partners

CENTURY Equipment A Jerry Pate Company · GRIFFITH · GRASSLAND Equipment & Irrigation Corp. www.grasslandcorp.com · Ness Turf Equipment A Hawthorne Company · Professional Turf Products · Hector Est. 1912 · Jerry Pate Turf & Irrigation · Reinders · Simpson Norton The Service Network · STI · Spartan Distributors · STC Storr Tractor Company · Turf Equipment & Irrigation Inc. · Turf Star Western

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OR VISIT US AT: **toro.com**

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Part Number 22-004-T

Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. We reserve the right to improve our products and make changes in specifications, design and standard equipment without notice and without incurring obligation. See your distributor for details on all our warranties.

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Simpson Norton Corporation / Certificate of Delivery

TORO

Customer _____ **Delivery Date** _____

Product Name	Model # (s)	Serial # (s)	Invoice # (s)

This Certificate of Delivery form must be completed for all machines delivered to the customer. As each item is completed, it must be written on this form. The customer is requested to review and sign this form at the time of follow-up. This form is used in conjunction with all pertinent pre-delivery and delivery instructions as outlined in The Toro Service Operating System.

Service Final Inspection

Basic Checks
- Grease fittings are lubricated
- Tire pressure is correct
- Drive belts are adjusted
- Fluid levels are correct
- Air intake system is sealed

Operational Checks
- Gauges read correctly
- Implement is functional
- Brakes - uniform/effective
- Safety interlocks function correctly
- Steering is straight/smooth
- Levers operate smoothly

Customer Inspection

Operational Checks
- Cleanliness
- Fuel Level Full Tank
- Height of Cut _____

_____
Service Manager Signature Date

Sales Representative

Delivery Portfolio Complete
- Operator/Safety Video
- Operators & Parts Manuals
- Recommended Parts List
- Distributor Resources Info

Demonstrate Operations
- Review Safety Features
- Review Basic Operations
- Review Basic Adjustments
- Operator demonstrates basic operation skills
- Review any unique operating characteristics
- Attachments as stated on sales order
- Satisfaction Follow-up

Discuss Maintenance Requirements
- Review Recommended Maintenance Schedule (Daily and Scheduled maintenance)
- Review maintenance requirements (unique to climate)
- Review specialty tools available
- Reviewed extended warranty (TRIPP)

_____
Sales Representative Signature Date

Customer Acceptance

- I have received the operator/safety video and understand that it should be viewed for important product operation information
- The preventative maintenance information for _____ product(s) has been supplied
- The safety features of this product have been reviewed with me
- I have received the operator's manual for this product

_____
Customer Signature Date

Comments:

_____

_____

_____

Sand Pro® 3040/5040

BUNKER RAKE

FEATURES

- *Quick Attach System™ to change implements in seconds without tools*
- *Over 25 implements available*
- *Hydraulic power steering (5040)*
- *Exclusive steerable front attachments (5040)*
- *16hp (11.9 kW) – 3040, 18hp (13.4 kW) – 5040 Vanguard® V-twin engine*
- *Responsive hydraulically-actuated front (5040) and rear attachments*

Maintaining bunkers and a whole lot more.

It's time to demand more from your bunker rake. With the exclusive Quick Attach System™ (QAS) offering tool-free, quick attachment change outs and over 25 valuable attachments, the Sand Pro 3040 and 5040 are versatile utility vehicles with as many uses outside the bunker as in it. The Sand Pro 5040's optional front QAS provides added flexibility and exclusive steerable front attachments for surgical precision. The Toro Sand Pro keeps bunkers in tournament condition every day.



Sand Pro® 5040

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Call your Toro distributor at 800-803-8676

Sand Pro® 3040 & 5040 Specifications*

	SAND PRO 3040, MODEL 08703	SAND PRO 5040, MODEL 08705
ENGINE	Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 16 hp (11.9 kW) at 3600 rpm. Displacement: 29.3 cu. in. (480 cc). Oil capacity: 1.75 quart (1.8 liter). Electronic ignition. Full pressure lubrication, oil filter. Base mounted engine and pump with 4 isolation mounts.	Vanguard®, V-twin cylinder, 4-cycle, OHV, air-cooled, gas engine with cast iron sleeves. 18 hp (13.4 kW) at 3600 rpm. Displacement: 34.8 cu. in. (570 cc). Oil capacity: 1.75 quart (1.8 liter). Electronic ignition. Full pressure lubrication, oil filter. Base mounted engine and pump with 4 isolation mounts.
AIR CLEANER SYSTEM	Remote mounted 3-phase Donaldson® air cleaner.	
FUEL CAPACITY	5.0 gallon (18.9 liter) of unleaded gasoline.	
TRACTION DRIVE	Direct driven hydrostatic variable displacement piston pump to 3 hydraulic motors for 3WD. Large, front mounted hydraulic cooler and fan. Foot pedal control, forward/reverse. Patented Series/Parallel hydraulic traction system keeps three wheels working together, virtually eliminates spin-outs.	
GROUND SPEED	Infinitely variable 0-10 mph (16 km/h) forward; 4.3 mph (6.9 km/h) reverse.	
HYDRAULIC OIL	5.0 gallon (18.9 liter) system capacity. Polyethylene reservoir to reduce corrosion. 10 (nominal) micron replaceable cartridge.	
TIRES/WHEELS	Three 22 x 11.00-8 pneumatic tubeless tires on demountable, interchangeable wheels. Tire pressure: 8-10 psi (55.2-69 kPa).	
MAIN FRAME	Tricycle vehicle with welded rectangular tubular steel frame construction. Rear engine placement.	
BRAKES	Dynamic braking through the hydrostatic transmission and hand actuated brake lever.	
STEERING	Manual front wheel steering. 15" (38 cm) diameter steering wheel. Double lubed for life gearbox.	Hydraulic power steering. 15" (38 cm) diameter steering wheel.
CONTROLS/GAUGES	Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foot pedal controls traction forward/reverse speed. Rear hydraulic lift and lower controls. Gauges: hour meter.	Hand operated choke, throttle, and hydraulic control for raising/lowering with float. Foot pedal controls traction forward/reverse speed. Front and rear hydraulic lift and lower controls. Gauges: hour meter.
SEAT	High-back cushion seat w/drain hole. 4" front-back adjustment w/additional 1.75" mounting adjustment. (arm rests optional)	
ELECTRICAL FEATURES	12-volt battery, 15 amp., 300 CCA @ 0° F, 12-volt electric starter. Dash mounted ignition switch with key. Neutral interlock switch, seat switch. Also provisions for light kit.	
SOUND LEVEL	83 dB(A) at operator ear, under normal operating conditions.	
DIMENSIONS	**Width:** 58" (147 cm), **Length:** 67.5" (171.5 cm), **Height:** 45.25" (114.9 cm), **Wheelbase:** 42.75" (108 cm)	
GROUND CLEARANCE	6.0" (15.2 cm)	
WEIGHT	Net weight (less fluids): 930 lbs. (421.8 kg).	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details. Briggs & Stratton® provides a two-year commercial engine warranty and a lifetime Magnetron® warranty.	

	FRONT ATTACHMENTS
FRONT LIFT FRAME ASSEMBLY	Front Quick Attach System™ mounting assembly and hydraulic components. Used on Sand Pro 5040 only. Model 08713.
HYDRAULIC FLEX BLADE	Hydraulic QAS flex blade is designed for leveling, packing, and smoothing uneven areas in one pass. Model 08712. Available for SP5040 only (requires Front Lift Frame Assembly – 08712)
MANUAL BLADE	Standard 40" (102 cm) width steel blade. Spring balanced manual blade is used for leveling uneven areas and pushing up bunkers after washouts (cannot be used when 08712 is installed). Model 08714. Blade extension available to increase blade width to 60" (152 cm) for leveling out larger uneven areas. PN 115-5646.

	FRONT & REAR QAS ATTACHMENTS
BUNKER PUMP	Throws water up to 40' (12 m) and can pump 95 gal/min (360 l/min). Adjustable throw direction and angle. Requires Rear Remote Hydraulics (08781) for rear QAS mount. Requires Front Lift Frame Assembly (08712), Rear Remote Hydraulics (08781) and Front Remote Hydraulics for front QAS mount (on SP5040 only) Model 08765.
BUNKER PUMP REMOTE DISCHARGE KIT	An available 50' (15 m) discharge hose allows the QAS Bunker Pump to be removed and dropped into hard to reach areas. PN 115-2084.
LIP BROOM	Eliminates the task of manually maintaining infield lips. Removes ridge buildup by sweeping material back into the infield. Mounts to front QAS (SP5040) and rear QAS (SP3040 & 5040). Requires Front Lift Frame Assembly– 08712 for front attachment (on SP5040 only) **Lip Broom available from Rahn Industries at www.rahngroomer.com or 1-800-298-1707.**
TURF PLOW	The 64" Turf Plow is a great tool for removing aeration cores from greens, clearing snow from walkways, cart paths and even sports fields. It is lightweight and features a rounded lower lip that is gentle on turf. The Turf Plow fits both Sand Pro 3040 and 5040. **Turf Plow is available from Nordic Plow at nordicplow.com**

	MID-MOUNT ATTACHMENTS
MID-MOUNT ASSEMBLY	Base mounting assembly for mid-mount toolbars with spring-loaded regulation to allow relief if obstruction is hit. Model 08731.
WEEDER TINE TOOLBAR	Ideal for removing weeds and grass from less maintained bunkers and fields (requires Mid-Mount Assembly – 08731). Model 08732.
PROFILE BLADE TOOLBAR	Primarily used for weeding bunkers. Part # 132-4427.
LEVELING BLADE	Attaches to any mid-mount toolbar to quickly level out large areas. Foot operated latch allows operator to lower leveling blade independently from the other mid-mount toolbar. PN 108-8496.
SOLID TINE TOOLBAR	Used for general scarifying applications. Rotate teeth to maximize tine life (requires Mid-Mount Assembly – 08731). Model 08734.
CARBIDE TINE TOOLBAR	Use in the harshest conditions and for extended life –15 carbide tines included (requires Mid-Mount Assembly – 08731). Model 08735.
SPRING TINE TOOLBAR	Use for light to moderate scarifying and daily maintenance in bunkers and on premium fields (requires Mid-Mount Assembly – 08731). Model 08733.
EDGER	Maintains the grass edge of the outfield near the infield skin or warning track. Easily renovate ballfields by removing overgrown turf and infield lip build-up. Significantly reduces labor required for infield edging (requires Rear Remote Hydraulics – 08781). Model 08766.

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Sand Pro® 3040 & 5040 Accessories*

	REAR QAS ATTACHMENTS
TOOTH RAKE	Designed to lightly scarify, pack, smooth and groom in one pass. Use in dry or wet conditions and can improve the condition of neglected sports fields. Model 08751.
WEIGHT KIT FOR TOOTH RAKE	Additional weight for the Tooth Rake attachment to improve performance in coarse or wet conditions. Set of 5 weights. PN 115-4333.
QAS FLEX TOOTH RAKE	85" (216 cm) daily bunker groomer. Flexible rubber material will not tear liners or turf, allowing for edge grooming. Rubber groomers are reversible for longer life. Model 08757.
TOOTH RAKE BROOM	75" (190 cm) Brush – Attaches behind the Tooth Rake (08751) for a smoother finish. Model 08816.
PIVOTING TROWELS KIT	This kit allows independent outside trowels to pivot and rake across the entire turn which eliminates unraked teardrop – Attaches to Tooth Rake (08751). PN 119-7158.
SPRING RAKE	Leaf rake assembly designed to be used alone or in combination with the tooth rake (08751) to achieve desired appearance. Great for wet conditions and collecting debris in groomed areas (if used independently, requires QAS A-Frame Assembly, 108-9427). Model 08752.
DRAG MAT CARRIER SYSTEM	QAS-mounted carrier frame with hydraulic lifter allows operator to raise and lower drag mats without ever leaving the operator seat. 72" (183 cm) width. Model 08756.
COCO DRAG MAT	Quickly produces a premium finish on dry, level surfaces (requires Drag Mat Carrier System - 08756). Model 08758.
STEEL DRAG MAT	Designed to for more rugged surfaces to quickly groom and finish. Use on wet or dry sand surfaces (requires Drag Mat Carrier System - 08756). Model 08757.
AUTOMAT DRAG MAT	78" x 18" (198 cm x 46 cm). Steel drag mat is controlled by and works together with nail drag for single-pass scarification and finish grooming. Drag mat automatically engages the infield as the nail drag is lowered via Rear QAS. Features lock-out position when use is not required. Model 08763. Requires Nail Drag 08761. Compatible with QAS Flex Groomer 08762.
MANUAL DRAG MAT	78" x 36" (198 cm x 91.5 cm). Steel drag mat delivers exceptional finish grooming. Mat easily rolls up and stores on yolks provided. Model: 130-7852. Requires Nail Drag 08761. Compatible with QAS Flex Groomer 08762.
NAIL DRAG	Pivots to follow the contours of uneven field surface. Use to scarify, loosen, or weed before smoothing. Easily adjust nail pattern and depth. Accepts up to a 40D common nail. Model 08761.
QAS FLEX GROOMER	72" (182 cm) flexible groomer mounts to Nail Drag (08761) for single-pass infield scarification and grooming. Features lock-out position to restrict use without tools or removal. Model 08762. Requires Nail Drag 08761.
SEGMENTED GROOMING BROOM	Designed to minimize top surface disruption, to maximize firmness, and provide a smooth finished look in contoured bunkers. Model 08753.
REPLACEMENT SEGMENTED GROOMING BROOM	Replacement grooming broom with stiffer bristles. PN 110-8182.
WEIGHT KIT FOR SEGMENTED GROOMING BROOM	Additional weight for Segmented Grooming Broom to improve performance in coarse or wet conditions. Set of 4 weights. PN 112-0025.
QAS FINISH GRADER	Use to level and/or scarify large areas. Includes box plow and scarifier with spring load regulation to allow relief if obstruction is hit. Model 08754.
RAHN GROOMER	The Rahn GL650 Infield Groomer levels uneven playing fields, helping to prevent ridge build up while creating a more consistent infield. The triple row broom is perfect for finishing the playing surface and can be stored upright for easy transport. The 2-way leveling system provides both a lock and float position to match infield conditions **Rahn Groomer available from Rahn Industries at www.rahngroomer.com or 800-298-1707.**
QAS SPIKER	Use for spiking greens and other formal turf to increase air flow for healthier turf. Model 08755.
BASIC DRAG MAT SYSTEM	Basic Drag Mat System, Model 112-1424 (requires 108-9427 & 110-1375)

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The Sand Pro 3040 & 5040 are manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK. LIVE. SAFELY

Sand Pro® 3040 & 5040 Accessories*

	ACCESSORIES
QAS A-FRAME ASSEMBLY	Can attach Spring Rake 08752 to be used independently. PN 108-9427.
400-HOUR FILTER MAINTENANCE KIT	Includes 9 engine oil filters, 2 hydraulic oil filters and 2 air filters. Model 30035.
REAR REMOTE HYDRAULICS	Quick-connect design allows rear-powered attachments to be connected in under a minute. Model 08781.
VARIABLE ORIFICE KIT	Slows hydraulic lift and lower for increased precision and accuracy when using hydraulically-powered attachments. PN 112-1433.
LIGHT KIT	Front and rear flood lights improve operator visibility during low natural light operation. PN 110-1314.
SPEED CONTROL KIT	Adjustable speed check trains operators to groom at the desired speed while allowing the traction unit to operate in transport speed between tasks without any adjustments or levers. PN 110-1371.
HITCH/TOW BAR	Converts the traction unit to a utility vehicle to transport materials or trailers. Attaches to QAS A-Frame or 108-9427 for quick removal. PN 110-1375.
FRONT WEIGHT KIT	50 lb. (22.7 kg) – allows the Spiker or Rahn® Groomer attachments without the Front Lift Frame Assembly attached to meet ANSI compliance. PN 100-6442.

	OPTIONAL TIRES
SMOOTH TIRE	Includes individual tire, wheel and stem valve assembly. Typically used on greens. PN 112-0034.
TURF TIRE	Turf tread tire. PN 94-6126.

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Workman® HD Series

HEAVY-DUTY UTILITY VEHICLES

FEATURES

- **Industry-leading hauling and towing capacity:**
  - *3,249 lb (1,477kg) total capacity – HDX*
  - *3,244 lb (1,475kg) total capacity – HDX-D*
  - *3,500 lb (1,587kg) towing – all models*
- **Electronic Fuel Injection Performance – HDX Models**
  - *Smooth, responsive driving*
  - *Increased fuel economy over carbureted engines*
  - *Instant cold starting*
  - *Automatic high altitude compensation*
  - *On-board diagnostics*
- **Throttle-by-wire** *– HDX Models*
  - *Electronic throttle control connects the accelerator pedal to the throttle by wire*
  - *Improved torque management*
  - *Consistent speed control during applications & in varying load conditions*
- **Four-wheel hydraulic disk brakes** *for easier stopping and fast servicing*
- **Proven ride comfort**
  - *Independent, double A-frame front suspension with dual coil springs and shock absorbers provides 5.75" (14.6 cm) front travel*
  - *DeDion rear axle with dual leaf springs and shock absorbers provide 3" (7.6 cm) rear travel*
- **Extreme durability**
  - *DeDion rear axle with I-beam design isolates and protects transmission, engine and main frame from vehicle loading*
  - *Integrated wheel bearings provide enhanced sealing and consistent heavy load carrying capability*
  - *Front bumper and front fenders designed to withstand incidental impacts without damage*

Get more work done every day with confidence.

The Workman® HD Series is designed with your toughest work challenges in mind, from the front bumper to the rear bumper and everything in between. Design components like an I-beam-shaped DeDion rear axle, a truss-like front space frame, integrated wheel bearings and 4-wheel hydraulic disc brakes provide the highest total carrying capacity* in the industry and make the Workman ready for the toughest challenges.

toro.com/hd



Call your Toro distributor at 800-803-8676

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*With standard suspension configuration including installed bed.

Workman® HD Series Specifications*

	WORKMAN HDX, NO BED, MODEL 07383 WORKMAN HDX, W/BED, MODEL 07384 WORKMAN HDX - 4WD, MODEL 07386 WORKMAN HDX - 4WD, MODEL 07386TC	WORKMAN HDX - D MODEL 07385 WORKMAN HDX - D MODEL 07385TC WORKMAN HDX - D - 4WD, MODEL 07387 WORKMAN HDX - D - 4WD, MODEL 07387TC	WORKMAN HD, MODEL 07369
ENGINE	Kubota® 972 EFI, 32.5 hp (24.2 kW), 4-cycle, liquid-cooled, 962 cc, 3-cylinder overheated camshaft, counterbalanced gasoline engine. Governed maximum of 32.5 hp at 3600 rpm. Rear engine location direct coupled to a transaxle. 12-volt electric starter. Fuel Injected is a closed loop system with oxygen sensor to adjust air/fuel ratio and manifold pressure sensor to adjust for altitude. Full pressure lubrication with spin-on oil filter.	Kubota 902D, 3-cylinder, inline vertical, 4-cycle,liquid cooled, counterbalanced diesel engine, 23.3 hp (17.4 kw); governed to a maximum speed of 3600 rpm. 58.0 cu. in. (950 cc) displacement. Rear engine location. Direct couple to transaxle. 12-volt electric starter. Full pressure lubrication with spin-on oil filter. Meets EPA Tier IV compliance. Biodiesel ready for use up to B-20 (20% biodiesel and 80% petrol blend).	Kohler Model CH23, 2-cylinder, 4-cycle, air-cooled engine. 23 hp (17.2 kW) at 3600 rpm governed to a maximum speed of 3600 rpm by an internal governor. 41.1 cu. in. (674 cc) displacement. Electronic ignition. Rear engine location direct coupled to a transaxle. 12-volt electric starter. Full pressure lubrication with spin-on oil filter. Meets all EPA & CARB emission standards.
CLUTCH	7.5" (19 cm) clutch and pressure plate		
INSTRUMENTATION	Fuel and coolant temperature gauges. Hour meter. Oil pressure, check engine and battery charge indicator lights. Tachometer and speedometer.	Fuel and coolant temperature gauges. Hour meter. Oil pressure, glow plug and battery charge indicator lights. Tachometer and speedometer.	Fuel gauge, hour meter, oil pressure warning light and battery charge indicator light. Tachometer / speedometer optional.
ALTERNATOR	60 amp with electronic regulator		25 amp with electronic regulator
TIRES	Front: 20" x 9" - 12, 6-ply rating, turf tread Rear: 24" x 12" - 12, 6-ply rating, turf tread		
COOLING SYSTEM	Aluminum radiator with 10 fins per inch dual pass. Right side mounted with removable screen for debris cleaning. Thermal controlled DC electric fan.		Fan forced air.
AIR CLEANER	Remote mounted, heavy-duty 2-stage air cleaner with evacuator valve.		Large capacity, dual element.
CLEARANCE CIRCLE 2WD	Inside = 32 in (81 cm); Outside = 194 in (493 cm)		
CLEARANCE CIRCLE 4WD	Inside = 100 in (254 cm); Outside = 300 in (762 cm)		N/A
FUEL CAPACITY	6 gallons (22.7 liters)		
FUEL PUMP	12V internally regulated 42 psi in-tank	Electronic pump	Diaphragm pump
FUEL FILTER	In tank filter sock. 10 micron polyester depth.	Combination fuel filter / water separator with a 30 micron filtration and 50 mesh suction screen in tank.	In-line 40 micron filter and 50 mesh suction screen in tank.
HORN	Standard, button on dash.		
SOUND LEVEL	75 db(A)**	85 db(A)**	80 db(A)**
VEHICLE SHIPPING WEIGHT	Model 07383: 1623 lbs. (738 kg) Model 07384: 1951 lbs. (887 kg) Model 07386: 2010 lbs. (914 kg) Model 07386TC: 2784 lbs. (1265 kg)	Model 07385: 1956 lbs (889 kg) Model 07385TC: 2730 lbs (1240 kg) Model 07387: 2015 lbs (916 kg) Model 07387TC: 2789 lbs (1268 kg)	Model 07369: 1848 lbs. (840 kg)
VEHICLE ACTUAL WEIGHT W/O FUEL	Model 07383: 1623 lbs. (738 kg) Model 07384: 1951 lbs. (887 kg) Model 07386: 2010 lbs. (914 kg) Model 07386TC: 2091 lbs. (950 kg)	Model 07385: 1956 lbs (889 kg) Model 07385TC: 2037 lbs (926 kg) Model 07387: 2015 lbs (916 kg) Model 07387TC: 2096 lbs (953 kg)	Model 07369: 1848 lbs. (840 kg)
TOTAL CAPACITY	Model 07384: 3249 lbs. (1477 kg) Model 07386: 3190 lbs. (1450 kg) Model 07386TC: 3109 lbs. (1413 kg)	Model 07385:3244 lbs. (1475 kg) Model 07385TC:3163 lbs. (1438 kg) Model 07387: 3185 lbs. (1448 kg) Model 07387TC: 3104 lbs. (1411 kg)	Model 07369: 3352 lbs. (1524 kg)
CARGO BED CAPACITY W/200 LB. OPERATOR AND 200 LB. PASSENGER	Model 07384: 2849 lbs. (1295 kg) Model 07386: 2790 lbs. (1268 kg) Model 07386TC: 2709 lbs. (1231 kg)	Model 07385: 2844 lbs.(1293 kg) Model 07385TC: 2763 lbs. (1256 kg) Model 07387: 2785 lbs. (1266 kg) Model 07387TC: 2704 lbs. (1229 kg)	Model 07369: 2952 lbs. (1342 kg)

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**At operator's ear; 3600 rpm with bed and sides installed.

The Workman HD utility vehicle is manufactured in Tomah, WI ISO 9002 Certified Plant.

THINK. LIVE. SAFELY

Workman® HD Series Specifications* (continued)

	SPECIFICATIONS COMMON TO WORKMAN HD SERIES VEHICLES
FRONT SUSPENSION	Independent system with dual "A" frame control arms, dual coil springs and dual shock absorbers with anti-sway bar. Provides 5 3/4" travel.
REAR SUSPENSION	DeDion rear axle (weight carrying axle) suspension independent of transaxle with dual leaf springs and dual shock absorbers. Provides 3" travel.
BATTERY	12-volt, group 26, with 540 cold cranking amps at 0 degrees F (-18 degrees C).
TRANSMISSION	Rear transaxle directly connected to engine, twin axle drive. 3-speed synchromesh (forward speeds only), h-shift pattern with high-low range providing 6 forward speeds and 2 in reverse. Transmission housing doubles as hydraulic reservoir with outlet screen and external filter.
3RD GEAR HIGH LOCKOUT	Interlock key switch that prevents engine from running in 3rd gear, high range HDX-D. Limits engine RPM to 2,200 in 3rd gear high range (HDX gas).
DIFFERENTIAL LOCK	Manual engage rear differential lock.
4WD SYSTEM	Fully automatic on-demand, bi-directional system. Uses dual bi-directional clutches. In event of rear tire slippage, clutches transmit power proportionally to front wheel with highest traction.
FRAME	Steel space frame front frame and C-channel rear frame.
STEERING	Hydraulic power steering with steering valve coupled to hydraulic cylinder with thru shaft. Maximum steering angle is 70 degrees on 2WD and 50 degrees on 4WD.
2-POST ROPS	2-post rollover protective structure and protective back panel bolted to ROPS.
BRAKES	4-wheel hydraulic disk brake system. 9 1/2" disk with hydraulic service brakes using twin piston floating calipers. Parking brake uses mechanical cable actuated caliper on rear wheels.
HYDRAULICS	4 gpm (15 lpm) gear pump provides hydraulic flow for power steering and lift in series. Lift control valve with quick disconnects for dual lift cylinders or for attachments when quick disconnects are switched. 8 quart total capacity.
LIGHTS	Twin halogen headlights and dual taillights actuated by switch on dash. Dual brake lights actuated by brake pedal.
SEAT BELTS / SEATS	Lap seat belts standard. Bucket seats with adjustable slides to allow for various seat positions. Hip restraint tubes welded to seat mounting straps.
CONTROLS	Throttle, brake and clutch pedals. Gear shifter, differential lock, parking brake, high-low range shifter and hydraulic lift levers.
INTERLOCK	To start engine, clutch pedal must be depressed and remote hydraulic lever must be in neutral position. If installed, high flow hydraulics and rear PTO must be disengaged / switched off.
SAFETY SUPPORT	7-gauge steel channel stores behind seat and fits over extended lift cylinder to prevent accidental lowering of bed.
GROUND CLEARANCE	7" (18 cm) with no load.
REAR TOW HITCH	Steel hitch bracket bolted to rear DeDion axle. Mounting plate provides mounting hole for pin or ball hitch and incorporates two safety chain mounting holes. Maximum tongue weight of 600 lbs (272 kg). Maximum trailer weight of 3500 lbs (1587 kg). Trailers over 1500 lbs. require trailer brakes. (Electric Brake Kit available through parts, 117-4837).
GROUND SPEED	**Standard Tires, Gear 1/2/3** Forward Speeds: High Range 7.6/11.5/19.8 mph (12.2/18.5/31.9 km/h) Low Range 2.9/4.5/7.7 mph (4.7/7.2/12.5 km/h) Reverse Speeds: High Range 7.1 mph (11.6 km/h) Low Range 2.8 mph (4.5 km/h)
DIMENSIONS	**Overall Length**: 127.6" (324 cm) w/o bed; 130" (330 cm) w/full bed **Overall Width**: 64.7" (164.3 cm) **Overall Height (Top of ROPS)**: 75.8" (192.5 cm) **Cab**: Height: 81" (206 cm); Width: 65" (165 cm)
CERTIFICATIONS	Certified to meet SAE J2258. Certified to meet ISO/DIS 21299 for ROPS. Engine meets all applicable emission standards per the manufacturer. Certified to meet the CE Machinery Directive.
WARRANTY	Two-year limited warranty. See Operator's Manual for further details.

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Workman® HD Series Specifications* (continued)

	WORKMAN VEHICLE ACCESSORIES
HIGH FLOW HYDRAULICS KIT	Provides 8 gpm (30.3 liter) at 2000 psi hydraulic flow in a separate circuit to power certain attachments and accessories (standard on TC models). **Note: Model 07369 cannot run High Flow Hydraulics Kit.**
200 GALLON SPRAYER	200 gallon (757 liter) low profile tank sprayer with diaphragm pump and detatchable control box. Three-section, 18.5 ft (5.6 m) open boom system.
TOPDRESSER 1800	18 cu. ft. (.504 cu. m), 1450 lbs (541 kg) capacity conveyor belt style topdresser hydraulically driven by remote hydraulics. 60 in (152 cm) spread width. Workman bed lift cylinders raise topdresser. Spring load metering gate.
TOPDRESSER 2500	25 cu. ft. (.7 cu. m) capacity conveyor belt style topdresser towed by Workman vehicle. Textured belt, oscillating axles and all wheel drive. Electrically activated hydraulic brakes.
PROPASS™ 200 TOPDRESSER	21 cu. ft. / 0.54 cu. m) struck (25 cu. ft. / 0.71 cu. m heaped) capacity spin style topdresser. Tow-behind or bed mount versions.
PRO FORCE® DEBRIS BLOWER	Tow-behind, self-contained engine-driven debris blower operated with a hand-held wireless RF controller. Bed mount kit available.
HARD CAB	Deluxe hard cab, ROPS and CE certified. Vented front glass windshield, interior dome light and a 2-speed windshield wiper. Optional heater and mirrors available.
CAB SLIDING WINDOW DOOR KIT	Door kit for deluxe hard cab. Operator door has a sliding window for ventilation and ability to access exterior elements such as an identification badge security entry. Passenger door has solid window.
CAB REAR VIEW MIRROR KIT	Externally mounted to the cab frame, operator and passenger side rear view mirrors for enhancing all around visibility.
CANOPY	Durable, high-density polyethylene canopy with drainage outlets for moisture runoff.
FOLDING WINDSHIELD	Clear high-impact modified acrylic material with fold down capability.
BRAKE & SIGNAL KIT	Consists of turn signal lights for both corners in the front and rear of vehicle and brighter beam headlights.
WORK LIGHT KIT	Consists of (2) front facing and (1) rear facing work lights all mounted on top of ROPS bar.
ROPS SIGNAL LIGHT KIT	Consists of (2) double amber warning lights and (2) single red tail lights all for mounting on top of ROPS bar. Requires either a "Right Side" or "Left Side" light kit.
REAR PTO KIT	Rear mounted, 540 RPM, PTO shaft mechanically driven by transaxle.
HAND THROTTLE	Throttle and speed limit control that provides constant RPM for stationary attachments or a controlled maximum speed for applications such as spraying or spreading (mechanical – HDX/HD & electric – HDX gas models).
SPARK ARRESTOR	Fits onto end of tailpipe.
PLASTIC BED LINER	A rugged, weatherproof one-piece plastic liner and separate tailgate liner that will protect either a full are bed with sides or a 2/3 bed with sides.
HIGH AIR INTAKE KIT	Kit for extending the air intake system from underneath the cargo bed to a position slightly above the ROPS shield behind the passenger position of the vehicle. Recommended for dusty work applications.
REAR VIEW MIRROR KIT	A single 8 1/2" (21.6 cm) convex mirror with mounting capability on either the operator or passenger side of the vehicle.
2" RECEIVER HITCH KIT	Provides a 2" square receiver to enable a "drawbar" hitch.
TRAILER BRAKE WIRING KIT	Kit provides a controller which plugs into Workman vehicle and a positive wire to assist the hook up of customer supplied electric trailer brakes.
TRAILER SIGNAL WIRING KIT	Kit provides electrical wire for Workman vehicle to enable easy hook up to customer supplied trailer signal and brake lights.
REMOTE HYDRAULIC MANIFOLD KIT	Hydraulic manifold kit that provides to ability to switch hydraulics between cargo bed actuation and remote port usage via use of a operator panel mounted switch.
REMOTE HYDRAULIC FLOAT KIT	Hydraulic float kit that enables both hydraulic lifting and "float" in the down position. Required when using a Deere TC125 sweeper.
4WD MANUAL CONTROL	Allows auto 4WD to be turned off.
4 POST ROPS CANOPY KIT	Canopy for use with 4-post ROPS kit.
4 POST ROPS KIT	Connects standard 2-post ROPS to 4-post ROPS. Required with 200-gallon sprayer.
HEATER KIT	Heater for use with cab. Adjustable temperature and 2-speed fan (excludes HD).
BACK UP ALARM KIT	Provides an audible alarm when vehicle is in reverse.
BOSS® SNOW ACCESSORIES	5' (1.52 m) BOSS Plow, VBX3000 Box Spreader.

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Multi Pro® WM – 200-Gallon Sprayer Specifications*

	SPRAYER SPECIFICATIONS
SOLUTION TANK	High-density, impact-resistant polyethylene with large 16" (41 cm) fill opening, tapered bottom and sump with drain.
RATED CAPACITY	200 gallons (757 liters).
SPRAY PUMP	Hardi 364/10.0, 6-diaphragm positive displacement pump w/1" (2.5 cm) input shaft; input speed 0~540 rpm; Flow rate 45 gpm (170.3 lpm) @ 40 psi (540 rpm).
AGITATOR	4, side- mounted jet agitation nozzles for full tank agitation.
CONTROLS	Spray pump control switch, agitator jet switch, rate switch, individual boom On/Off switches, boom actuator switches, indicator lights on pump, agitation and boom switches, throttle lock.

	OPEN BOOMS (STANDARD)
BOOM ASSEMBLY	18.5' (5.6 m) three section, triangular truss style open booms. Optional 20.5' (6.25 m) booms available.
BOOM ACTUATORS	Heavy Duty hydraulic lift actuators with nitro-steel plated shafts; 1-3/4" Bore x 10.06" Stroke.
SPRAY NOZZLES	Eleven nozzles turrets, triple turret mount, quick-disconnect with diaphragm check valves.



	MULTI PRO WM ACCESSORIES
NOZZALERT™	Monitors flow at each individual nozzle position, alerting the operator to flow deviations caused by worn, broken, clogged, or missing nozzles.
PRO FOAM™ MARKING KIT	Foam dollops ensure accurate parallel path tracking. Select foam for either boom or both.
PRO FOAM	1 gallon (3.8 L) bottle of Pro Foam Concentrate.
CLEANLOAD™ EDUCTOR KIT	This on-board mixing station allows rapid and safe loading of any chemical without the need to first mix into a slurry Incorporates a built-in bottle wash nozzle and has an optional suction lance to pull in powdered or liquid products from their container. Stores within the width of the machine.
FRESH WATER RINSE KIT	Simplifies and automates the triple-rinse process, saving hours and hours of clean up time.
ELECTRIC HOSE REEL KIT	150' (45.7 m) of hose for hand or walk spraying applications. Convenient electric powered rewind. Spray gun has an adjustable nozzle from stream to fan.
PRO FOAM™ MARKING KIT	Foam dollops ensure accurate parallel path tracking. Select foam independently or both simultaneously.
ULTRA SONIC BOOM™ KIT	New sonar sensors automatically maintain proper spray height over undulating turf.
COVERED BOOM KIT	Extends 12" (30.5 cm) below the boom to minimize chemical drift in breezy conditions while retaining full boom system functionality.
AIR INDUCTION TURBO TWIN JET NOZZLES	Exclusive to Toro in the 0.8 gpm (3.02 lpm), 1.0 gpm (3.79 lpm) and 1.5 gpm (5.68 lpm) sizes, for exceptional contact coverage.
CONTACT & SYSTEMIC NOZZLES	Select the right nozzle for your application by using the new **Toro Nozzle Selector** - available via Toro.com

WARNING
THE WORKMAN® IS AN OFF-HIGHWAY VEHICLE, AND IS NOT DESIGNED, EQUIPPED, OR MANUFACTURED FOR USE ON PUBLIC STREETS, ROADS OR HIGHWAYS.

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Z MASTER®

4000 SERIES

NEW

BUILT TO DOMINATE. READY TO REIGN.

Show up big, bad, and fearless. The Z Master 4000 is the durability king, providing a royal ride with MyRIDE® suspension system and grass-kicking TURBO FORCE® deck with a bold, dominating look. It's going to cut a path that you know will be noticed.

PRIDE CUT IN EVERY PASS

Constructed with high-strength materials and engineered with proven technologies, the Turbo Force® cutting deck is built from 100 years of experience and over 100 million unrelenting hours of real-world results.

A BEAST FOR BEAUTY

Every Z Master 4000 is loaded with a heavy-duty frontend design, Turbo Force® deck with bullnose bumper, and pro-grade engines transforming a battlefield of brutal vegetation into a pristine pro cut.

GET COMFORTABLE CRUSHING IT

Keep mowing full blast in full-time comfort with seat design to suspension adjustment. Or get battle-ready with the MyRIDE® Suspension System.



QUICK CARRY SYSTEM



TOOL MOUNT BRACKETS
Attach tools and accessories such as a debris bucket or trimmer directly to the mower with innovative tool-mounting brackets.

Sold separately.

4.4–6.6
Maximum Acres/Hour
Maximum acres per hour based on 90% efficiency (MPH x width of cut). Actual productivity dependent upon conditions.



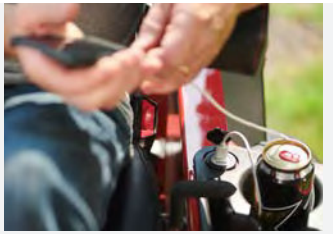
PERFECT ONE-PASS CUTTING
The TURBO FORCE® Cutting Deck: enhances the after cut appearance through dual capture anti-scalp rollers, rubber discharge chute, a clear sight-line to rear tires and the offset 7-gauge steel deck.



NO MESSING AROUND
Pairing the durable rugged I-beam front end, along with the Turbo Force Deck's bullnose bumper and heavy-duty cast aluminum spindle housings, durability is king.



MYRIDE® SUSPENSIONS SYSTEM
Take it to the next level of comfort with the industry's only adjust-on-the-fly rear suspension with beefy shocks featuring up to 3 inches of travel to soak up what Mother Nature puts in your path.



MOW ON AND ON
All 4000s come with conveniences like the electronic deck lift assist, to front step thru deck, and USB ports.

	HD		HDX MyRIDE®		PRO				PRO HDX	
	74050	74054	74052 HDX MyRIDE Suspension System	74055 HDX MyRIDE Suspension System	74000	74002	74004	74035	74010 HDX Pro	74015 HDX Pro
POWER SYSTEM										
Commercial Engines at 3600 RPM*	25.5 Kawasaki FX801V (852cc)	25.5 Kawasaki FX801V (852cc)	▶ 31 hp Kawasaki FX921V (999cc)	31 hp Kawasaki FX921V (999cc)	24.5 Kawasaki® FX751 (852cc)	▶ 25.5 Kawasaki FX801V (852cc)	25.5 Kawasaki FX801V (852cc)	▶ 26.5 hp Kohler Command Pro EFI (747cc)	▶ 31 hp Kawasaki FX921V (999cc)	31 hp Kawasaki FX921V (999cc)
Starter	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric	Electric
Heavy-Duty Canister Air Cleaner	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Drive Tires	▶ Voodoo Trac 26" x 12" – 12" (66 x 30.5 – 30.5 cm)	Voodoo Trac 26" x 12" – 12" (66 x 30.5 – 30.5 cm)	Voodoo Trac 26" x 10.5" – 12" (66 x 26.7 – 30.5 cm)	Voodoo Trac 26" x 12" – 12" (66 x 30.5 – 30.5 cm)	24" x 9.5" – 12" (61 x 24.1 – 30.5 cm)	24" x 10.5" – 12" (61 x 26.7 – 30.5 cm)	24" x 12" – 12" (61 x 30.5 – 30.5 cm)	24" x 12" – 12" (61 x 30.5 – 30.5 cm)	24" x 10.5" – 12" (61 x 26.7 – 30.5 cm)	24" x 12" – 12" (61 x 30.5 – 30.5 cm)
Caster Tires	15" x 6.5" - 6" (38 x 16.5 – 15.2 cm) Pneumatic	15" x 6.5" - 6" (38 x 16.5 – 15.2 cm) Pneumatic	15" x 6.5" - 6" (38 x 16.5 – 15.2 cm) Pneumatic	15" x 6.5" - 6" (38 x 16.5 – 15.2 cm) Pneumatic	13" x 6.5" - 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" - 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" - 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" - 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" - 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic	13" x 6.5" - 6" (33 x 16.5 – 15.2 cm) Semi-Pneumatic
Fuel/Capacity	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)	Gas/10-Gal (37.9 L)
Digital Hour Meter	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Hydraulic Drive System	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	ZT-4400 Integrated Pumps & Wheel Motors	▶ ZT-5400 Integrated Pumps & Wheel Motors	ZT-5400 Integrated Pumps & Wheel Motors
Maximum Forward Speed	▶ 12 mph (19.3 km/h)	12 mph (19.3 km/h)	12 mph (19.3 km/h)	12 mph (19.3 km/h)	10 mph (16.1 km/h)	10 mph (16.1 km/h)	10 mph (16.1 km/h)	10 mph (16.1 km/h)	▶ 12 mph (19.3 km/h)	12 mph (19.3 km/h)
Clutch	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic	Electromagnetic
MOWING DECKS										
Deck Size	52" (132.1 cm)	▶ 60" (152.4 cm)	52" (132.1 cm)	▶ 60" (152.4 cm)	48" (121.9 cm)	▶ 52" (132.1 cm)	▶ 60" (152.4 cm)	60" (152.4 cm)	52" (132.1 cm)	▶ 60" (152.4 cm)
Cutting Deck	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE	7-Gauge TURBO FORCE
Deck Lift Design	Extension Spring	Extension Spring	Standard	Standard	Extension Spring	Extension Spring	Extension Spring	Extension Spring	Extension Spring	Extension Spring
Spindle Housings	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum	9" (22.9 cm) Dia. Aluminum
1" (2.5 cm) Spindle Shaft	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Spindle Bearings	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free	Maintenance-Free
Adjustable Height of Cut Foot Pedal	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)	Standard, 1.5" - 5.5" (.25" increments) 3.8 – 14 cm (.6 cm increments)
Deck Depth	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)	5.5" (14 cm)
Blades	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel	.204" (.5 cm) Heat-Treated Steel
Blade Tip Speed	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min	18,500+ ft/min
Belt Construction	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt	Aramid Fiber V-Belt
FEATURES										
MyRIDE® Suspension System			▶ MyRIDE Suspension System	MyRIDE Suspension System						
Comfort Platform	N/A	N/A			N/A	N/A	N/A	N/A	N/A	N/A
Platform Travel	N/A	N/A	3.0" (7.62 cm)	3.0" (7.62 cm)	N/A	N/A	N/A	N/A	N/A	N/A
Shocks	N/A	N/A	1 center / 2 rear	1 center / 2 rear	N/A	N/A	N/A	N/A	N/A	N/A
Seat	N/A	N/A	High-Back Comfort	High-Back Comfort	N/A	N/A	N/A	N/A	N/A	N/A
Adjustability	N/A	N/A	5 Detents, Infinite Adjustability	5 Detents, Infinite Adjustability	N/A	N/A	N/A	N/A	N/A	N/A
Steering Controls	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened	1-5/8" (4.1 cm) Dia. Grips; Adjustable, Dampened
Operator Seat	▶ Deluxe Suspension	Deluxe Suspension	High-Back Comfort	High-Back Comfort	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension	Deluxe Suspension
LED Lights	▶ Standard	Standard	Standard	Standard	Optional	Optional	Optional	Optional	Optional	Optional
Step-Through Floorpan	▶ Standard	Standard	N/A	N/A	▶ Standard	Standard	Standard	Standard	Standard	Standard
Electric Deck Lift Assist	Optional	Optional	▶ Standard	Standard	Optional	Optional	Optional	Optional	Optional	Optional
Smart Hour Meter & USB	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Warranty**	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	5-Year 1250-Hour 2-Year No Hour Limit	▶ 5-Year 1500-Hour 2-Year No Hour Limit	5-Year 1500-Hour 2-Year No Hour Limit

WEIGHTS AND MEASUREMENTS

Weight	1,085 lbs.	492.1 kg	1,185 lbs.	537.5 kg	1,185 lbs.	537.5 kg	1,185 lbs.	537.5 kg	1,048 lbs.	475.4 kg	1,085 lbs.	492.1 kg	1,185 lbs.	537.5 kg	1,185 lbs.	537.5 kg	1,085 lbs.	492.1 kg	1,185 lbs.	537.5 kg
Deck Clearance Width	53.7"	136.4 cm	61.7"	156.7 cm	61.7"	156.7 cm	61.7"	156.7 cm	49.7"	126.2 cm	53.7"	136.4 cm	61.7"	156.7 cm	61.7"	156.7 cm	53.7"	136.4 cm	61.7"	156.7 cm
Deflector Width	67.6"	171.7 cm	75.7"	192.3 cm	75.7"	192.3 cm	75.7"	192.3 cm	63.6"	161.5 cm	67.6"	171.7 cm	75.7"	192.3 cm	75.7"	192.3 cm	67.6"	171.7 cm	75.7"	192.3 cm
Length	79.2"	201.2 cm	83.1"	211.1 cm	83.1"	211.1 cm	83.1"	211.1 cm	79.2"	201.2 cm	79.2"	201.2 cm	83.1"	211.1 cm	83.1"	211.1 cm	79.2"	201.2 cm	83.1"	211.1 cm

** The gross horsepower of these gasoline engines was laboratory rated at 3600 rpm by the engine manufacturer in accordance with SAE J1940 or SAE J1995. As configured to meet safety, emission and operating requirements, the actual engine horsepower on these mowers will be significantly lower. **See your local Toro dealer or consult owners manual for complete warranty details.*

TAB 4 -Pricing and Compensation Forms. The cost portion of the Response should include the following criteria:

1. Provide a Price Proposal. See Attachment A.

   See attachment 'Tab 4_Attachment A'

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

   Pricing Model(s): Toro offers the widest array of products and services in the Grounds Maintenance space. This includes seven Business Units with multiple discounts offered to help provide the lowest prices on each product category offered.

   1. The Toro **Commercial Division** makes up the largest percentage of products sold to the public sector. This includes commercial grade wide-area mowers, sprayers, utillty vehicles, and general turf maintenance equipment for the sports field, grounds and public golf market. Pricing for this equipment will be 22% off current MSRP of all wholegoods, attachments, and accessories.

      - For the City of Mesa, the **Parts Program** will consist of offering discounts on high usage parts such as belts, filters, tires, etc. The discount on these 'Performance Parts' varies by product group but ranges up to 50% off retail. These prices are reflected in the Parts pricing in 'Tab 4_Attachment A'. These products are also available to national members when purchased with wholegoods.

      - As a newer product with specialized configuration, the Workman UTX falls into its own category, **Specialty Vehicles.** Pricing for Specialty Vehicles will be 7% off current MSRP on all wholegoods, attachments, and accessories.

      - Synthetic and natural turf grooming equipment category, the Toro **Bullesye Equipment** will receive a 5% discount off current MSRP on all wholegoods, attachments, and accessories.

   2. The Toro **Landscape Contractor Equipment (LCE)** Division pricing will be 27% off current MSRP for their landscape contractor wholegoods, attachments, and accessories.This includes our zero-turn, stand-on and many push mowers that agencies will use in their day-to-day operations. This category also includes handheld devices, like string-trimmers, edgers, and blowers. Allied products are included at 0% off MSRP.

      - In addition, Toro's **LCE Snow Equipment** will be offered at 20% off current MSRP for all wholegoods, attachements, and accessories. This includes snow throwers, salt spreaders, and more.

   3. Toro's **Siteworks Systems Division (SWS)** pricing will be 17% off current MSRP for wholegoods, attachments, and accessories. This includes small small construction equipment used for turf renovation, and facilities maintenance, in and around their ball fields. This includes our Dingo products, loaders, mixers, haulers, and more.

4. Toro's **BOSS Equipment** is broken into three distinct discounts: 1. Snowrator Units receive $400 off current MSRP; 2. Liquid De-Icing products receive 18% off current MSRP; all other products receive 25% off current MSRP on wholegoods, attachments, and accessories. These include snowplows, de-icing products, small traction units, and salt spreaders.

5. The Ventrac line is broken into two categories. The Ventrac 4520 and the Ventrac SSV 2100. The **Ventrac 4520 Series** is Ventrac's premier line of slope and utility tractors/mowers. These units will receive an 8% discount from current MSRP on all wholegoods, attachments, and accessories. The **Ventrac SSV 2100 Series** snow removal line will receive 3% off current MSRP.

6. **Golf Irrigation** will be 40% off current MSRP for all wholegoods, attachments and accessories. Used by your municipal golf members for full replacement, new renovation, or basic upkeep.

7. **Residential Commercial Irrigation** will be be used by your Sports Fields and Grounds members and includes all parts and accessories for a completely new system, replacement systems, or basic upkeep.

    - **ResCom**: 35%-40%% off current MSRP on wholegoods, attachments, and accessories.
    - **Sentinel**: 35%-40%% off current MSRP on wholegoods, attachments, and accessories.
    - **Large Rotors**: 15% off current MSRP on wholegoods, attachments, and accessories.

Attached is a consolidated list of each of our discounts by category. See attachment 'Tab 4_Toro Discounts by Category'. We have included our entire price list (confidential) in attachment 'Tab 4_Toro Master Price File. This includes current MSRP for each of the product categories referenced above.

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

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

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

approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.

Auditing and Compliance: Toro utilizes a Quote Management System (QMS) that distributors use when configuring prices for Participating Agencies. An OMNIA Partners pricing program was developed that automatically applies the appropriate discount based on the category of product selected, as indicated within the program, ensuring accuracy and consistency by each distributor. In addition, distributors are incentivized through a rebate program to track all activities related to the OMNIA program, which encourages the use and accuracy of the program.

Participating Agencies may verify prices by contacting Toro to confirm current MSRP and product categories to determine the appropriate discount %(s) off MSRP as indicated within the program. Toro may provide confirmation on specific products, or provide a current MSRP price file to assist Agency with compliance.

We will also provide the City of Mesa and OMNIA Partners with current copies of our MSRP so customers can verify through a third party, if neccessary.

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

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

   The Pricing to the City of Mesa includes set-up and delivery of wholegoods, attachments and accessories. It will be the determination of each of our distributors if they want to charge set-up and delivery fees for orders from other Participating Public Agencies. For compliance purposes, set-up fees may not exceed 5% of the product cost, plus an additional 5% for cab units. Delivery fees within the continuous 48 States will also be capped at 5% of the total product cost to ensure compliance and verification. This pricing strategy allows us to provide a more aggressive pricing structure on wholegoods, attachments and accessories for all members, regardless of location.

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

   Toro's price structure is based on a discount off current MSRP. We intent to maintain this discount structure throughout the term of the agreement. In the event that MSRP changes, Toro will contact the Contracting Officer at the City of Mesa to request an update to our current MSRP.

Typically, Toro modifies pricing annually, in conjunction with our fiscal/model year – November 1. However, over the past few years, we have experienced significant volatility in commodity prices and supply chain constraints, forcing us to take increases off-cadence. Due to the competitive nature of this information, we prefer not to share the exact increase listing over the past (3) years, but would be willing to share with the City of Mesa (confidentially), upon request.

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

While it is imposible to predict the future, we are happy to say; both commodity prices and supply chain constraints have improved dramatically over the past 6-12 months and we anticipate a standard (annual) increase moving forward, generally in the range of 1%-5%.

Our goal is to keep our price increases to a minimum and remain competitive in this market.

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

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

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

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

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

Toro Commercial Purchases	Customer Free Goods $	Toro Commercial Purchases	Customer Free Goods $
$200K-$249K	$4,500	$550K-$599K	$20,000
$250K-$299K	$6,000	$600K-$649K	$22,000
$300K-$349K	$10,000	$650K-$699K	$24,000
$350K-$399K	$12,000	$700K-$749K	$26,000
$400K-$449K	$14,000	$750K-$799K	$28,000
$450K-$499K	$16,000	$800K-$849K	$30,000
$500K-$549K	$18,000	$850K*	$32,000

*"Free Goods" increase $2,000 for every additional $50,000 in purchases.

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

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

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

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

PRICING AND COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Solicitation, Respondent agrees to furnish **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment** to the City of Mesa at the price(s) stated below.

SAMPLE EQUIPMENT PRICING

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

ITEM #	EQUIPMENT DESCRIPTION	UNIT PRICE
1	Bunker Rake, as per specifications Toro Sand Pro 5040 (08745) Manufacturer and Part Number	$ [redacted]
2	Heavy Duty Utility Vehicle, as per specifications Toro Workman HDX Auto (07390) Manufacturer and Part Number	$ [redacted]
3	Reel Mower 72" with Sidewinder, as per specifications Toro Reel Master 3100 (03170) Manufacturer and Part Number	$ [redacted]
4	Wide Area Rotary Mower, as per specifications Toro Groundsmaster 4100 (30608) Manufacturer and Part Number	$ [redacted]
5	Zero Turn Mower with collection unit, as per specifications Toro Z Master 4000 (74000) Manufacturer and Part Number	$ [redacted]
	EQUIPMENT TOTAL FOR ITEMS 1-5	$ [redacted]

SAMPLE PARTS PRICING

This Section of the Price Page lists Sample Parts for the equipment listed above (Items 1 thru 5) that will likely be purchased under the contract. This list is not all-inclusive. **Offerors shall use the discounts provided in their Price Proposal to determine the price for the items below**.

ITEM #	PARTS DESCRIPTION	UNIT PRICE
7	Air Filter for Bunker Rank (see item 1) 108-3811 Manufacturer and Part Number	$ [redacted]
8	Oil Filter for Bunker Rake (See Item 1) 107-7817 Manufacturer and Part Number	$ [redacted]
9	Fuel Filter for Bunker Rake (See Item 1) 94-2690 Manufacturer and Part Number	$ [redacted]
10	Air Filter for Utility Vehicle (See Item 2) 108-3811 Manufacturer and Part Number	$ [redacted]
11	Oil Fitler for Utility Vehicle (See Item 2) 108-3847 Manufacturer and Part Number	$ [redacted]
12	Fuel Filter for Utility Vehicle (See Item 2) 115-7854 Manufacturer and Part Number	$ [redacted]
13	Hydraulic Filter for Utility Vehicle (see item 2) 54-0110 Manufacturer and Part Number	$ [redacted]
14	Shifter for Utility Vehicle (see item 2) Toro 121-9868 (Gear Shift) Manufacturer and Part Number	$ [redacted]
15	Fuel Pump for Utility Vehicle (See Item 2) 127-8801 Manufacturer and Part Number	$ [redacted]
16	Oil Filter for Reel Mower (See Item 3) Toro 108-3841 Manufacturer and Part Number	$ [redacted]
17	Fuel Filter for Reel Mower (See Item 3) Toro 98-7612 Manufacturer and Part Number	$ [redacted]

18	Belt for Reel Mower (See Item 3) Toro 95-8730 (Hydraulics) Manufacturer and Part Number	$ [redacted]
19	Bedknife for Reel Mower (See Item 3) Toro 114-9388 Manufacturer and Part Number	$ [redacted]
20	Air Filter for Wide Area Rotary Mower (See Item 4) Toro 108-3814 (Outer) Manufacturer and Part Number	$ [redacted]
21	Oil Filter for Wide Area Rotary Mower (See Item 4) Toro 125-7025 Manufacturer and Part Number	$ [redacted]
22	Fuel Filter for Wide Area Rotary Mower (See Item 4) Toro 125-8752 Manufacturer and Part Number	$ [redacted]
23	Air Filter for Zero Turn Mower (See Item 5) Kawasaki 11013-7038 Manufacturer and Part Number	$ [redacted]
24	Oil Filter for Zero Turn Mower (See Item 5) Kawasaki 49065-2078 Manufacturer and Part Number	$ [redacted]
25	Fuel Filter for Zero Turn Mower (See Item 5) Kawasaki 49019-0031 Manufacturer and Part Number	$ [redacted]
26	Impeller for Zero Turn Mower (See Item 5) Toro 103-3815 Manufacturer and Part Number	$ [redacted]
27	Belt 1 for Zero Turn Mower (See Item 5) Toro 144-0358 Manufacturer and Part Number	$ [redacted]
28	Belt 2 for Zero Turn Mower (See Item 5) Toro 140-7994 Manufacturer and Part Number	$ [redacted]
29	Belt 3 for Zero Turn Mower (See Item 5) Toro 135-0519 Manufacturer and Part Number	$ [redacted]

PARTS TOTAL FOR ITEMS 7-29 $ [redacted]

DISCOUNT OFF LIST PRICE

For each of the product categories, provide a listing of product lines and the proposed discount off list price. Offeror's may insert additional lines as needed.

LIST	CATEGORY	DISCOUNT OFF
A	SPORTS FIELDS AND GROUNDS EQUIPMENT	
	Commercial Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	LCE Snow Equipment	20.00%
	SWS Equipment	17.00%
	BOSS Snowplows and Accessories	18% - 25%*
	Ventrac 4520 Series	8.00%
	Ventrac SSV 2100 Series	3.00%
	Sentinel	35%-40%*
	Res Com Irrigation	35%-40%*
	Large Rotors	15.00%
B	GOLF COURSE MAINTENANCE EQUIPMENT	
	Commercial Equipment	22.00%
	Specialty Vehicles	7.00%
	Bullseye Equipment	5.00%
	LCE Equipment	27%*
	SWS Equipment	17.00%
	Ventrac 4520 Series	8.00%
	Golf Irrigation	40.00%
C	RELATED EQUIPMENT PARTS	
	Commercial Division Performance Parts (City of Mesa only) Pricing is reflected in	up to 50% off list
D	USED EQUIPMENT	
	Our distributors typically have off lease and trade in equipment available for sale	Depends on age, hours and conditioin
E	BALANCE OF LINE	
	All product categories are included in our response to the	
	SPORTS FIELDS AND GROUNDS EQUIPMENT (and/or)	
	GOLF COURSE MAINTENANCE EQUIPMENT	

DELIVERY: See Mesa Standard Terms and Conditions.

Vendor Name: The Toro Company Date: _____

RFP # 2023261

Toro Company Discounts by Category **OMNIA Contract 2017025**

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

- Commercial Equipment **22% off**
- Specialty Vehicles **7% off**
- Bullseye Products **5% off**
- Landscape Contractor Equipment (LCE) (A) **27% off**
- LCE Allied Products (B) **0% off**
- Landscape Contractor SNOW Equipment (LCE SNOW) **20% off**
- Site Works Systems (SWS) Equipment **17% off**
- Boss Equipment (Liquid De-Icing Products) **18% off**
- Boss Equipment (Snowrator Units Only) **$400 off**
- Boss Equipment (All other equipment) **25% off**
- Ventrac 4520 Wholegoods, Attachments and Accessories **8% off**
- Ventrac SSV Products **3% off**
- Golf Irrigation Wholegoods, Accessories and Attachments **40% off**
- Residential Commercial (ResCom) Irrigation Wholegoods, Attachments and Accessories (A/B) **40% off**
- Residential Commercial (ResCom) Irrigation Accessories (RA) **35% off**
- Residential Commercial (ResCom) Irrigation Allied Products (RB) **0% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (A/B) **40% off**
- Sentinel Irrigation Wholegoods, Attachments, and Accessories (RA) **35% off**
- Sentinel Irrigation Allied Products (RB) **0% off**
- Large Commercial Rotors **15% off**
- Used Equipment dependent on age, hours and condition
- Allied Products Provided by Third Party not to exceed list price

Smart Value Program:

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

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

TAB 5 - Other Forms. The following forms should be completed and signed:

1. Vendor Information form

   See attachment 'Tab 5_Attachment B'

2. Exceptions & Confidential Information form

   See attachment 'Tab 5_Attachment B'

3. General Questionnaire form

   See attachment 'Tab 5_Attachment B'

4. Lawful Presence Affidavit

   See attachment 'Tab 5_Attachment B'

5. Respondent Certification form (Offer and Acceptance)

   See attachment 'Tab 5_Attachment B'

6. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however, the W-9 must be submitted to the City before the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

   See attachmen 'Tab 5_Form W-9_TTC'

7. The successful Respondent will be required to sign Attachment E, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Mesa's Notice of Intent to Award letter. Respondent should complete all reviews of the document prior to submitting a response. Respondent's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

   Toro has signed the Federal Funds Certification and New Jersey Business Compliance docs within Attachment E, and intends to sign all other Exhibits, including the OMNIA Partners Administration Agreement once negotiated exceptions have been reached.

mesa·az

REQUIRED RESPONSE FORMS

VENDOR INFORMATION

Company Legal/Corporate Name: The Toro Company

Doing Business As (if different than above): Toro

Address: 8111 Lyndale Ave South

City: Bloomington State: MN Zip: 55420

Phone: 952-887-7936 Fax: NA

E-Mail Address: ToroGOV@toro.com Website: www.toro.com

DUNS # 006477400 State Where Business Entity Was Formed: Delaware

UNIQUE ENTITY ID # (generated by SAM.gov) GUEKEU26HPS4

Tax Identification Number (TIN): 41-0580470

Remit to Address (if different than above):

Address: varies by dealer

City:

State: Zip:

Order from Address (if different from above):

Address: varies by dealer

City:

State: Zip:

Contact for Questions about this bid:

Name: Jon Stodola Title: Government Sales Manager

Phone: 952-887-7937 E-Mail Address: jon.stodola@toro.com

Day-to-Day Project Contact (if awarded):

Name: Ryan Miller Title: Government Contract Manager

Phone: 330-749-9957 E-Mail Address: ryan.miller@toro.com

Sales/Use Tax Information (check one).

☐ Respondent is located outside Arizona and does NOT collect Arizona State Sales/Use Tax. (The City will pay use tax directly to the Arizona Department of Revenue.)

☒ Respondent is located outside Arizona, but is authorized to collect Arizona Sales/Use Taxes. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities.)
State Sales Tax Number: 07635557
City Sales Tax Number: 1126 City of: Goodyear AZ
Applicable Tax Rate: 7.5%-8.8%

☐ Respondent is located in Arizona. (Respondent will invoice the City the applicable sales tax and remit the tax to the appropriate taxing authorities)
State Sales Tax Number:
City Sales Tax Number: City of: AZ
Applicable Tax Rate: %

EXCEPTIONS & CONFIDENTIAL INFORMATION

Exceptions (mark one).

Respondents shall indicate any and all exceptions taken to the provisions or specifications in this Solicitation. Exceptions that surface elsewhere in the Response and that do not also appear under this section shall be considered rejected by the City, invalid and of no contractual significance.

Other Forms or Documents: If the City is required by the awarded Respondent to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Respondents forms or documents.

***Special Note – Any material exceptions taken to the City's Specifications and/or Standard Terms and Conditions may render a Bid Non-responsive.**

☐ No exceptions

☒ Exceptions Taken: Please describe exact sections to which exception is taken. If proposing new or modified language, your firm shall identify the requested language below or provide as additional attachment. The City reserves the right to accept or reject any requested exceptions listed in the below section or attached to the solicitation.

see attachment 'TAB 5_Exceptions Taken'

Confidential/Proprietary Information (mark one).

☐ No confidential/proprietary materials have been included with this Response.

☒ Confidential/Proprietary materials included with Response. Respondent must identify below any portion of their Response deemed confidential or proprietary and attach additional pages if necessary (See Mesa Standard Terms and Conditions related to Public Records). Requests to deem the entire bid as confidential will not be considered. The disclosure by the City of information deemed by Respondent as confidential or proprietary is governed by City of Mesa Procurement Rules.

All pricing submitted with this RFP

GENERAL QUESTIONNAIRE

1. Compliance with Applicable Laws. Respondent complies with Exhibit 1, Draft Agreement, Exhibit C, Mesa Standard Terms & Conditions, 9. "Compliance with Applicable Laws"? ☒ Yes ☐ No

2. Compliance with Insurance Requirements. The City of Mesa may or may not require the Contractor to provide the City with a Certificate of Insurance (COI). If a COI is not required, Respondent still agrees and will comply with all insurance requirements as described in the Draft Agreement (Exhibit 1) and agrees to obtain and retain required insurance throughout the term and any renewal/extension of the Agreement. ☒ Yes ☐ No

3. Delivery. Delivery, as stated in Detailed Specifications, can be met. ☒ Yes ☐ No
   If no, specify number of days for delivery _____

4. Payment terms. Payment Due (Not less than net 30 days): 30

   Payment Discount of 0% if invoices are paid within _____ days of receipt.

5. Credit Card/Procurement Card. In response to this solicitation/contract, does Respondent allow payment of invoices using a credit card (Procurement Card)? Refer to Draft Agreement, Terms & Conditions, Section 5.6, Payment of Funds.

   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

   Will you offer a discount for use of Credit Card/Procurement Card Purchases?

   ☐ Yes _____% ☒ No (Marking a "no" answer will not disqualify your Response.)

6. Cooperative Purchasing. The use of this Agreement as a cooperative purchasing agreement available to other governmental agencies is described in the Mesa Standard Terms and Conditions. The use of this Agreement as a cooperative purchasing agreement is subject to approval by the Respondent as designated below.

7. Does Respondent agree to extend the prices, terms and conditions of the Agreement to other agencies as specified in the Standard Terms and Conditions?
   ☒ Yes ☐ No (Marking a "no" answer will not disqualify your Response.)

Addenda.

Respondents are responsible for verifying receipt of any addenda issued by checking the City's website at www.mesaaz.gov/business/purchasing or the Vendor Self Service portal prior to the Response Due date and time. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive. Failure to review addenda does not negate Respondent's initial offer and holds Respondent for any changes prior to Response Due date and time.

Acknowledgement of Receipt and Consideration of Addenda (if applicable):

Addenda # 1 ☒ 2 ☐ 3 ☐ 4 ☐

LAWFUL PRESENCE AFFIDAVIT

☒ **CHECK HERE AND SKIP THIS AFFIDAVIT IF:** Respondent is an **LLC, a Corporation or a Partnership** as indicated on your W-9. (Please include a copy of your W-9)

COMPLETE THIS AFFIDAVIT IF: Respondent is an **Individual (Natural Person) or a Sole Proprietor** as indicated on your W-9. (Please include a copy of your W-9)

ARS § 1-502 requires any person who applies to the City for a Local Public Benefit (defined as a Grant, Contract or Loan) must demonstrate through the presentation of one (1) of the following documents that he/she is lawfully present in the United States (See the Solicitation Instructions for more information).

Please place a check mark next to the applicable document and present the document to the City employee. If mailing the response, attach a copy of the document to this Affidavit. (If the document says on its face that it may not be copied or you know for reasons of confidentiality that it cannot be copied, you will need to present the document in person to the City for review and signing of the affidavit.)

☐ 1. **Arizona driver license issued after 1996.**
Print first 4 numbers/letters from license: _____

☐ 2. **Arizona non-operating identification license.**
Print first 4 numbers/letters: _____

☐ 3. **Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.**
Year of birth: _____ Place of birth: _____

☐ 4. **United States Certificate of Birth abroad.**
Year of birth: _____ Place of birth: _____

☐ 5. **United States passport.**
Print first 4 numbers/letters on Passport: _____

☐ 6. **Foreign passport with a United States Visa.**
Print first 4 numbers/letters on Passport: _____
Print first 4 numbers/letters on Visa: _____

☐ 7. **I-94 form with a photograph.**
Print first 4 numbers on I-94: _____

☐ 8. **United States Citizenship & Immigration Services Employment Authorization Document (EAD).**
Print first 4 numbers/letters on EAD: _____

☐ 9. **Refugee travel document.**
Date of Issuance: _____ Refugee Country: _____

☐ 10. **United States Certificate of Naturalization.**
Print first 4 digits of CIS Reg. No.: _____

☐ 11. **United States Certificate of Citizenship.**
Date of Issuance: _____ Place of Issuance: _____

☐ 12. **Tribal Certificate of Indian Blood.**
Date of Issuance: _____ Name of Tribe: _____

☐ 13. **Tribal or Bureau of Indian Affairs Affidavit of Birth.**
Year of Birth: _____ Place of Birth: _____

☐ 13. **Consular ID Card.**
Country: _____ Expiration Date: _____

In accordance with the requirements of Arizona law, I do swear or affirm under penalty of perjury that I am lawfully present in the United States and that the document I presented to establish this presence is true.

Edric C. Funk
Signature

The Toro Company
Business/Company Name

Edric Funk
Print Name

Verification of Attachment by City Staff:

8/3/2023
Date

Signature Date

RESPONDENT CERTIFICATION

By submitting the Response and signing this Certification, the Respondent understands and certifies to all of the following:

a) The information provided in Respondent's Response it true and accurate to the best of Respondent's knowledge.
b) Respondent is under no legal prohibition that would prevent Respondent from contracting with the City of Mesa.
c) Respondent has read and understands the Solicitation packet as a whole (including attachments, exhibits, and referenced documents) and: (i) can attest that Respondent is in compliance with the requirements of the Solicitation packet; and (ii) is capable of fully carrying out the requirements of the Solicitation as set forth in Respondent's Response.
d) To Respondent's knowledge, Respondent and Respondent's employees have no known, undisclosed conflicts of interest as defined by applicable law or City of Mesa Procurement Rules. If Respondent or Respondent employees have a known conflict of interest, Respondent has disclosed the conflict in its Response.
e) Respondent did not engage in any anti-competitive practices related to its Response or the Solicitation. The prices offered by Respondent were independently developed without consultation or collusion with any other Respondents or potential Respondents.
f) No gifts, payments or other consideration were made to any City employee, officer, elected official, agent, or consultant who has or may have a role in the procurement process for the services/materials covered by the Solicitation.
g) Respondent grants the City of Mesa permission to copy all parts of its Response including, without limitation, any documents and materials copyrighted by Respondent: (i) for the City's use in evaluating the Response; and (ii) to be disclosed in response to a public records request under Arizona's public records law (A.R.S. § 39-121 et. seq.) or other applicable law, subpoena, or other judicial process provided such disclosure is in accordance with City of Mesa Procurement Rule 6.13.
h) If a contract is awarded to Respondent as a result of the Response submitted to the Solicitation Respondent will:
    i. Provide the materials or services specified in the Response in compliance with all applicable federal, state, and local statutes, rules and policies;
    ii. Honor all elements of the Response submitted by Respondent to the City including, but not limited to, the price and the materials/services to be provided; and
    iii. Enter into an agreement with the City based on the terms and conditions of the Solicitation and the Response, subject to any negotiated exceptions and terms.
i) Respondent is current in all obligations due to the City including any amounts owed the City and any licenses/permits required for the general lawful conduct of business. Respondent shall acquire all licenses/permits necessary to lawfully conduct business specific to the Solicitation prior to the execution of a contract with the City pertaining to the Solicitation.
j) The signatory of this Certification is an officer or duly authorized agent of Respondent with full power and authority to submit binding offers for the goods/services specified herein. Respondent intends by the submission of this Certification to be bound by the terms of the Certification, Solicitation, and Response, subject to any negotiated terms/exceptions.

ACCEPTED AND AGREED TO BY RESPONDENT:

Company Name: The Toro Company

Signature: Edric C Funk

Printed Name: Edric Funk

Title: Group Vice President

Date: 8/3/2023

NOTICE OF SOLICITION DOCUMENT

Scope of Work; 3 General Requirements

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

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

E. VENDOR PARTS AND SERVICE: The Contractor or it's dealers and/or distributors will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall encourage it's or it's dealers and/or distributors ~~be capable of providing~~ to use their best efforts to provide parts within twenty-four (24) hours and ~~shall be capable of being~~ use their best efforts to be on site to respond to service requests within twenty-four (24) hours.

Scope of Work; 4 Product Requirements

C. DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. Contractor should use reasonable efforts to deliver ~~All~~ replacement products ~~must be received by~~ to the City within seven (7) days of initial notification.

ATTACHMENT E
OMNIA PARTNERS DOCUMENTS

Exhibit A
Response for National Cooperative Contract

1.2 Marketing, Sales and Administrative Support

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

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)
B. Website
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

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

E. Training sessions for Supplier teams

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

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

Suppliers are required to pay an Administrative Fee of 23% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

Commented [JS1]: Maximum 2%

2.1 Corporate Commitment

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

2.2 Pricing Commitment

Supplier, and its participating distributors and dealers, commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies, excluding federal government offerings, nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a ~~national, state, regional or local or~~similarly situated cooperative contract,

the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. Notwithstanding any other provision in this Agreement, it is acknowledged that products and services subject to this Agreement are provided by Supplier's dealers and/or distributors which are independent businesses and set their own prices. Supplier has no authority to set prices, delivery dates, or other performance terms for its dealers and/or distributors who do not participate in any offerings subject to this Master Agreement. Supplier agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services subject to the terms of this Agreement.

3.3 Marketing and Sales

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

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

~~ii.~~ Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

~~iv.~~v. Respond to any bid separate from Master Agreement (Contract sales not reported to OMNIA Partners)

ATTACHMENT E
OMNIA PARTNERS DOCUMENTS

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

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

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

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

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

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

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

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

DEFINITIONS

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

TERMS AND CONDITIONS

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

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

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

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

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from any grossly negligent acts, errors, mistakes or omissions by Supplier or Supplier's personnel in connection with the Master Agreement~~OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.~~

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A COOPERATIVE CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall encourage each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order~~Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order~~. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (2~~3~~%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of

products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

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

18. This Agreement and the parties' respective rights and obligations hereunder may be assigned at either party's reasonable discretion to an affiliate of such party, any purchaser of any or all or substantially all of the assets of a party hereto, or its successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise~~This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners~~.

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

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

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

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

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in ~~Williamson County Tennessee.~~Delaware.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

NOTICE OF SOLICITION DOCUMENT

Draft Agreement; Terms and Conditions; Exhibit 1

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

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

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

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

Notwithstanding any of the other provisions in this Agreement, City acknowledges that products and services subject to this agreement, are provided by Contractor's dealers and/or distributors, which are independent businesses and set their own prices. Contractor has no authority to set prices for it's dealers ~~of this agreement~~who do not participate in any offerings not subject to this Agreement.

Supplier agrees to make the terms of this Agreement known to applicable dealers and/or distributors and to use reasonable efforts to encourage them to provide goods and services subject to the terms of this Agreement.

5.4 Payment of Funds. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee, excluding those charged by third parties~~.~~. Otherwise, payment will be through a traditional method of a check.

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

NOTICE OF SOLICITION DOCUMENT

Exhibit C
Mesa Standard Terms and Conditions

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

8. TIME OF THE ESSENCE. Time is of the essence to the performance of the parties' obligations under this Agreement. City acknowledges Contractor cannot control the timing of delivery of products and services provided by Contractor's dealers and/or distributors. Contractor agrees to use reasonable efforts to encourage its dealers and/or distributors to delivery products and services by contractually agreed upon delivery dates.

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

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

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

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

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

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

24. INDEMNIFICATION/LIABILITY.

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs,

attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) ~~the services provided by Contractor personnel under this Agreement; (ii)~~ any grossly negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (~~ii~~i) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, ~~arising out of or resulting from, in whole or in part, this Agreement or use of~~caused by Contractor Personnel or Contractor~~-~~provided services or materials.

26. THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES. Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including reasonable assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery~~.~~ Provided that none of the foregoing shall require contractor to incur more than a negligible expense.

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

32. RISK OF LOSS. Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder to the City of Mesa. All other agencies will bear the risk of loss from dealer and/or distributor.

37. FORCE MAJEURE. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including, but not limited to, acts of nature, acts of the public enemy, civil unrest, labor strikes, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

Addendum to Solicitation

Purchasing Office / City of Mesa • 20 East Main Street, Suite 450 • Mesa, AZ 85201

	Issue Date:	August 1, 2023
This addendum will modify and/or clarify:	Solicitation No.:	2023261
and is	Addendum No.:	One (1)
	Procurement Description:	Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment

Listed below is a vendor question regarding this RFP and the response provided by City staff.

1. **Question:** Same manufacturer with (2) distinct brands – Can both of these brands be submitted on the same RFQ response? Discounts will be the same.

   Response: Yes

2. **Question:** SOLICITATION ATTACHMENT - Page 17 – PRICING – "Transportation" - Freight cannot be itemized, correct?

   Response: As per the RFP document Instructions Section 4 Tab 4 Paragraph 3 "The City's expectation is that the proposed pricing shall include delivery to Mesa and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.

   And Mesa Standard Terms and Conditions Section 31 "FOB DESTINATION FREIGHT PREPAID AND ALLOWED. All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

   If you take an exception to these terms clearly state your exception in your response. (Attachment B)

3. **Question:** AMENDMENT E – 3.3 L – Guaranteed Sales volume – We are requested to provide a guaranteed annual sales volume over 3 years. Will we be charged the standard 3% administrative fee for this forecast, regardless of hitting this goal?

   Response: By providing a guaranteed sale, Respondents are stating that they will guarantee a sales amount and pay the administrative fee on those sales even if they do not hit that goal. Alternatively, Respondents do not need to provide a sales guarantee or can indicate $0 as their guarantee.

4. **Question:** ATTACHMENT C – Heavy Duty Utility Vehicle specifications – We manufacture multiple heavy duty utility vehicle variations, including gas & lithium-ion electric. Would you prefer that I add a few samples to this sheet for reference?

Addendum to Solicitation

Response: Please provide heavy duty utility vehicle specifications and pricing for the unit that most closely matches the equipment specifications called out in Attachment C.

Please contact Jess.Romney@MesaAZ.gov or Arthur.Robles@MesaAZ.gov with any questions you may have regarding this addendum.

The balance of the specifications and bid/proposal solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by indicating receipt on the Required Response Forms attachment of this bid/proposal response. Failure to acknowledge an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

NOTICE OF SOLICITATION

Publish Date: June 26, 2023 **SOLICITATION # 2023261**

REQUEST FOR PROPOSALS FOR: GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

PROPOSAL DUE DATE AND TIME: AUGUST 8, 2023 – 3:00 P.M. LOCAL ARIZONA TIME

Notice is hereby given that sealed proposals will be received by the Purchasing Division, City of Mesa until the date and time cited above. Responses received by the correct date and time will be opened publicly and read aloud by the Purchasing Division's Procurement Administrator (or designated representative).

To join the response reading at 4:00 P.M. local Arizona time on the due date via Microsoft Teams, please visit the following website: Microsoft Teams Proposal Opening Link

Teleconference Number: 480-535-7460; Conference ID: 452 752 873#

PRE-PROPOSAL CONFERENCE:

Date and Time: July 12, 2023, at 9:00 a.m. Local Arizona time.

Microsoft Teams Pre-Proposal Conference Link

Teleconference Number: 480-535-7460; Conference ID: 890 090 518#

The pre-proposal conference provides interested parties an opportunity to discuss the City's needs and ask questions.

Vendor Questions are due to purchasing by 9:00 am local Arizona time July 27, 2023.

Please read the entire Solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Responses must be in the actual possession of the Purchasing Division Office submitted electronically, on or before the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this Solicitation should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov/ or by email to the following Purchasing contacts or their designees:

Technical Questions:
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor
Phone: 480-644-5798
Jess.Romney@MesaAZ.gov

General or Process Questions:
Arthur Robles
Procurement Specialist
Phone: 480-644-2179
Arthur.Robles@MesaAZ.gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: https://vendor.mesaaz.gov/

Current contracts and related information are available for viewing and/or downloading at:
http://apps.mesaaz.gov/purchasingcontracts/Search

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of Solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to https://vendor.mesaaz.gov/

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications, and instructions set forth herein and will be accepted until the date and time the Response is due.

2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to the Procurement Officer/Supervisor and/or the Purchasing Specialist. Questions should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov/ or by email. **Vendor Questions are due to purchasing by 9:00 am local Arizona time July 27, 2023.** Questions received less than seven (7) calendar days before the due date and time for Responses may be answered at the discretion of the City.

3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents must submit their responses electronically. Any Respondent needing assistance or guidance using the online Vendor Self Service (VSS) portal may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal. Respondents shall provide their Responses in accordance with the following form and content requirements:

   a. Responses shall be submitted through the City of Mesa's Purchasing Website at https://vendor.mesaaz.gov under the appropriate Solicitation opportunity. Submissions submitted elsewhere or under the wrong Solicitation will not be considered.

   b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

   c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

4. **RESPONSE FORMAT:**

   Table of Contents. Identify contents by tab and page number.

   TAB 1 - Letter of Transmittal. A brief letter of transmittal should be submitted that includes the following information:
   1. The Respondent's understanding of the work to be performed.
   2. A positive commitment to perform the service within the time period specified.
   3. The names of key persons, representatives, project managers who will be the main contacts for the City regarding this Solicitation.

   TAB 2 - Qualifications. (Abilities, Experience, and Expertise) The following information should be included:
   1. A statement of Respondent's qualifications, abilities, experience, and expertise in providing the requested services.
      a. A description of what qualifies Respondent, financial and otherwise, to provide the City with these services/materials for the required period of time, including information demonstrating Respondent has the appropriate staffing, necessary resources, and a history of demonstrated competence.
         Include:
         i. A brief history and description of your company.
         ii. The total number and location of salespersons employed by your firm.
         iii. Number and location of support centers (if applicable).
      b. An assessment of the Respondent's ability to meet and satisfy the needs of the City, taking into consideration the requested services, additional services and expertise offered that exceed the requirements of the Solicitation, and the Respondent's inability to meet any of the requirements of the specifications.

c. References – A minimum of three (3) references, preferably from other public entities within the State of Arizona, for whom you have provided similar services. Include the name of the entity, contact person's names, phone numbers, e-mail addresses, mailing addresses, type of service provided, and dates the services were provided.
d. Provide a response to the national program. Include a detailed response to Attachment E, OMNIA Partners response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how Respondent will educate its national sales force about the contract, describe how products and services will be distributed Nationwide, include a plan for marketing the products and services Nationwide, and describe how volume will be tracked and reported to OMNIA Partners. The successful Respondent will be required to sign Attachment E, OMNIA Partners Administration Agreement. Respondents should have any reviews required to sign the document prior to submitting a response. Respondent's response should include any proposal exceptions to the OMNIA Partners Administration Agreement.

2. Identification of senior and technical staff of Respondent to be assigned to the City. Staff named in the Response may not be substituted without permission of the City. Include in the Response resumes and relevant experience.
3. Please submit any additional qualification information that you feel is applicable to your qualifications and experience.

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

1. Distribution Network
   a. Describe how your firm proposes to distribute the equipment, accessories, parts and provide services nationwide.
   b. Identify all other companies/distributors/dealers or wholly owned subsidiaries that will be involved in processing, handling, or shipping the products/services to Participating Public Agencies.
   c. Provide the number, size and location of your firm's manufacturing, distribution facilities, warehouses, service facilities and retail networks as applicable. State the estimated dollar value of your inventory.
   d. Describe your delivery commitment. What are your standard delivery days? Identify and describe any exceptions.
   e. Identify the supplier(s) and their business location(s) that will service the City of Mesa's account.
   f. Describe your dealer network and their role in providing products, services, etc. under the contract.

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

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

      - SPORTS FIELDS AND GROUNDS EQUIPMENT
      - GOLF COURSE MAINTENANCE EQUIPMENT
      - RELATED EQUIPMENT PARTS
      - USED EQUIPMENT
      - BALANCE OF LINE

b. Specify locations and availability of replacement parts, and state the maximum time required to provide and install replacement parts. Also state the estimated dollar value of your parts inventory.
c. Detail any warranty and extended warranty programs available for both equipment and parts. If warranty agreements are required, please submit them, subject to negotiation by the City.
d. Describe in your offering if you currently have or are in the process of developing Hybrid and/or all Electric equipment.
e. Indicate if any of the equipment you are offering has received any awards or nominations for excellence.
f. Describe how the innovation and technology of your equipment differs from other equipment in the industry.
g. All equipment offered must meet the current minimum Tier 4 Environmental Protection Agency (EPA) requirement.
h. Describe how your firm will notify customers of new equipment, used equipment and services.
i. Completed “Sample Equipment Specifications” (Attachment C)
j. All respondents must submit complete manufacturers' descriptive literature regarding the equipment they propose to furnish in attachment C. The literature shall be sufficient in detail in order to allow a full and fair evaluation of the bid submitted. *Failure to include this information may result in the bid being rejected.*
k. Submit all information that will aid the City in evaluating your proposal.
l. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the proposal.

4. Services
   a. Provide a detailed written response illustrating how your firm or the authorized dealers will provide services to meet the requirements of this solicitation. Offerors should provide the proposed services that will meet the Service Requirements section of the Scope Work outlined in this solicitation. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:
      1. Provide detailed information explaining your service capabilities.
      2. Provided detailed information explaining the service capabilities of your authorized dealers.
      3. Describe the maintenance programs offered. If a maintenance program is selected by the City, will your firm provide a loaner or rental machine if the machine is down for more than twenty-four (24) hours?
      4. Describe your preventative maintenance program (PMP) for each of the sample equipment (Attachment A). Provide the expected useful life and salvage value for each piece of equipment. Provide a list and per unit price of typical repair parts replaced during a piece of equipment’s useful life. In addition, submit life cycle costing information based on 2,000 annual hours of service.
   b. Describe your training programs. The proposed training program shall include but not be limited to:
      1. How will equipment training be conducted?
      2. Describe the training curriculum for the equipment operators.
      3. Describe the training curriculum for the service technicians.
      4. How will you accommodate various work shifts?
      5. What type of documentation is provided with the proposed training?
      6. Is a “train the trainer” program available? Is this training different than the regular initial training? Can training sessions be recorded for future use by the agency?
   c. Submit all information that will aid the City in evaluating your proposal.

5. Ordering and Invoices
   a. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate green products, etc.
   b. Describe the equipment delivery process and your delivery commitment. What are standard equipment delivery timeframes? Are there cut off dates and how are these dates communicated to customers.
   c. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.
6. Other
7. Describe any government rebate programs that are offered.

TAB 4 - Pricing Forms. The cost portion of the Response should include the following criteria:

1. Provide a Price Proposal. See Attachment A.
2. Describe in detail the proposed business pricing model(s). Include all pertinent details (formulas, definitions, data, audit criteria, etc.) to explain the benefits of the proposed model. Discuss how a participating agency will be able to verify (audit) that the net pricing received conforms to the model.
3. The City's expectation is that the proposed pricing shall include delivery to Mesa and Participating Public Agencies. Based on your distribution network, explain the impact of such pricing to the City, Participating Public Agencies residing in large metropolitan areas and Participating Public Agencies residing in rural areas. Propose an optimal solution(s) that would provide Participating Public Agencies with the best pricing including freight costs.
4. The discount structure provided by the supplier is intended to remain constant throughout the term of the Contact. Discuss how often price lists are updated and provide a listing of price list changes that have taken place over the last three (3) years. Discuss any known future price list changes or industry changes that will affect pricing over the next Five (5) years.
5. State if pricing is most favorable offered to government agencies. Describe how your firm will ensure this contract will continually offer the best pricing available to Participating Public Agencies.
6. Provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, free goods program, total annual spend, etc.
7. Provide information on any ordering methods – such as electronic ordering or payment via PCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.
8. Provide your payment terms. These payment terms shall apply to all purchases and to all payment methods.

TAB 5 - Other Forms. The following forms should be completed and signed:

1. Vendor Information form
2. Exceptions & Confidential Information form
3. General Questionnaire form
4. Lawful Presence Affidavit
5. Respondent Certification form (Offer and Acceptance)
6. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however, the W-9 must be submitted to the City before the execution of any contract pursuant to this Solicitation. (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

7. The successful Respondent will be required to sign Attachment E, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Mesa's Notice of Intent to Award letter. Respondent should complete all reviews of the document prior to submitting a response. Respondent's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

- ☐ Response will be sent in time to be received by City before Response due date and time.
- ☐ Pricing, math double-checked, form completed and included (Attachment A)
- ☐ Required Response Forms completed and included (Attachment B)
- ☐ Sample Equipment Specifications form completed and included (Attachment C)
- ☐ Supplier Sustainability Questionnaire form completed and included (Attachment D)
- ☐ OMNIA Partners Documents completed and included (Attachment E)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)
- ☐ Warranty information

6. **ADDENDA:** Any changes to the Solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda before submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted and will record the names and other information specified by law and rule. The Response Opening will be conducted at 4:00 P.M. local Arizona time following the final **SOLICITATION DUE DATE AND TIME** via Microsoft Teams. No responsibility will attach to the City of Mesa, its employees, or agents for the premature opening of a Response. All Responses become the property of the City and will not be returned. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response submitted on time. All Responses received after the Response Due date and time shall not be considered and will be unopened. **The Respondent assumes the risk of any delay caused by not being able to access the system. Respondents must allow adequate time to accommodate all registration and submission requirements.** It shall not be sufficient to show that Respondent attempted to submit a response before the due date and time as the Response must be received by the City. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the Vendor Self Service portal as the official time. Any Respondent needing assistance or guidance using the online system may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon by Respondent and the City. Examples of where an extension or amendment may be necessary include but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this

Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. A person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

    Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents that fail to provide a completed affidavit and fail to provide the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work before the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after the time specified for the opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

14. **FORM AND CONTENT OF RESPONSES:** Responses must be submitted online through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov under the appropriate Solicitation opportunity. Physical submissions, e-mail, or fax submissions will not be accepted unless explicitly allowed by the City of Mesa Purchasing Division. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. Responses, including modifications, must be submitted electronically, and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and

characteristics desired and are not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets stated specifications and is equivalent to the brand-name product in terms of quality, performance, and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City before the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation.

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained and published by the City shall be the official Solicitation document. Any

exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions, or (iv) accept any or all of a Respondent's exceptions outright.

20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of an award under the Solicitation or the termination of a contract with the City.

    To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules, and Management Policy 200. It shall be a breach of ethical standards to:

    a. Exert any effort to influence any City official, employee, or agent to breach the standards of ethical conduct.

    b. Intentionally invoice any amount greater than provided in a contract or to invoice for materials or services not provided.

    c. Intentionally offer or provide sub-standard materials or services or intentionally not comply with any term, condition, specification, or other requirements of a City contract.

22. **GIFTS:** The City will accept no gifts, gratuities, or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

23. **EVALUATION PROCESS:** Responses will be reviewed by an evaluation committee comprised of City employees and/or agents authorized by the City to participate in the evaluation. The evaluation committee may utilize multiple rounds of review to determine which Respondent is most advantageous for the City to award; Respondents' scores may be adjusted throughout the evaluation process/rounds. The City reserves the right to consider all information relevant to determining an award in the best interest of the City, including Respondents' performance under prior contracts. Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience. The evaluation process may include but is not limited to: a review of proposal Responses, interviews, presentations, site visits, product/service demonstrations, Best and Final Offers, requests for additional information, and requests for clarification. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification and/or additional information from a Respondent does not guarantee clarification and/or additional information will be requested from any other Respondents. Respondents shall not initiate discussions with any City employee, agent, or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City. The City shall not reimburse the Respondent for the costs associated with the interview process.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a shortlist of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon

conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms, and conditions in the Solicitation.

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Evaluation Criteria	Points
Firm's Proposed Solution	200
Firm's Qualifications & Experience	150
Firm's Proposed Pricing • 75 points Equipment • 75 points Parts	150

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \text{ X Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

c. Each Response will be evaluated based upon responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for the award of a contract under the Solicitation.

1. **Responsiveness**. The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e. the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in rejection of a Response as non-responsive.

2. **Responsibility**. The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment, and personnel and those of any identified subcontractors. The City will

determine whether any failure to supply information or the quality of the information, will result in Respondent being deemed non-responsible.

28. **COST JUSTIFICATION:** In the event, only one Response to the Solicitation is received, the City may require the Respondent to submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 P.M. local Arizona time at least seven (7) calendar days before award.

It is the Respondent's responsibility to check the City of Mesa's Vendor Self Service portal at https://vendor.mesaaz.gov/ **to view Purchasing's Intent to Award notices.** This may be the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at http://mesaaz.gov/business/purchasing. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exist any discrepancy in this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:
Kristy Garcia
Procurement Administrator
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Kristy.Garcia@MesaAZ.gov

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

32. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules, and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work will be compiled into any resulting contract as Exhibit A.

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

   The City's preference would be to offer a Respondent's complete catalog of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment available to agencies Nationwide. However, the City reserves the right to award this solicitation to one or more Suppliers, by individual line item, by group of line items, manufacturer, geographic region, or as a grand total; whichever is deemed most advantageous to the City.

2. **NATIONAL CONTRACT:** The City of Mesa, as the Principal Procurement Agency, as defined in the OMNIA Partners Documents (Attachment E), has partnered with the OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency" and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment E, or as otherwise agreed to. Attachment E contains additional information on Omnia Partners and the cooperative purchasing agreement.

   OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

   OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a Nationwide Supplier and respond to the OMNIA Partners documents (Attachment E).

   The City of Mesa anticipates spending approximately $300,000.00 over the term of the contract for Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Related Equipment purchased under the Master Agreement through OMNIA Partners is approximately $35 million. This projection is based on the current annual volume through the City of Mesa, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

SCOPE OF WORK

3. **GENERAL REQUIREMENTS:**

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

1. Be an authorized distributor or manufacturer.
2. Have a strong national presence in the grounds maintenance equipment industry.
3. Have a distribution model capable of delivering products nationwide.
4. Have a demonstrated sales presence.
5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
6. Be able to provide the full range of equipment and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.

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

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

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

E. **VENDOR PARTS AND SERVICE:** The Contractor will maintain a factory authorized parts and service facility for normal and warranty service. The Contractor shall be capable of providing parts within twenty-four (24) hours and shall be capable of being on site to respond to service requests within twenty-four (24) hours.

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

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

4. **PRODUCT REQUIREMENTS:**

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

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

renovation and utility equipment and turf cultivation equipment.

3. **RELATED EQUIPMENT PARTS:** A complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.
4. **USED EQUIPMENT:** Provide access to quality used equipment.
5. **BALANCE OF LINE:** Each offeror may offer their balance of line for ground maintenance equipment items and accessories. The City reserves the right to accept or reject any or all balance of line items offered.

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

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

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

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

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

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

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

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

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

Submit with your offer the recommended preventative maintenance program (PMP) for each

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

5. **SERVICE REQUIREMENTS:** The City is interested in evaluating the following categories of value-add services for inclusion in this contract. The categories include but are not limited to the following.

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

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

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

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

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

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

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

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

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

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

6. **TERM:** This Solicitation is for awarding a purchasing contract to cover a five (5) year term.

7. **RENEWALS:** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of two (2) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term. Any job orders, project agreements or maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties. If the Awarded Offeror is awarded Related Services and Solutions that

require Participating Entities to enter into supplemental local "service" agreements, the Contractor shall have the right to enter supplemental local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All supplemental local "service" agreements may have a full potential term (any combination of initial and renewal periods) not to exceed seven (7) years.

8. **EXTENSIONS:** Upon the expiration of the Term of the Agreement, including any renewals permitted herein, at the City's sole discretion the Agreement may be extended for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials under this Agreement. The City intends to notify the Contractor in writing of its desire to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

9. **PRICING:**

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

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

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

   Special Offers and Promotions - In addition to decreasing prices for the balance of the contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period or offer Participating Agencies competitive pricing which is lower than the not-to-exceed price; such lower pricing shall not be applied as a global price reduction under the contract.

10. **TYPES AND AMOUNTS OF INSURANCE:** Insurance requirements are detailed in the Agreement document. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

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

   b. The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

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

   Before the execution of the Contract, the Contractor shall provide the City with a Certificate of Insurance (using appropriate ACORD certificate) SIGNED by the Issuer, applicable endorsements, and the City reserves the right to request additional copies of any or all of the above policies, endorsements, or notices relating thereto.

   When the City requires a Certificate of Insurance to be furnished, the Contractor's insurance shall be primary of all other sources available. When the City is a certificate holder, the Contractor

agrees that no policy shall expire, be canceled, or materially changed to affect the coverage available without advance written notice to the City.

“Waiver of Subrogation". The policies required by this agreement (or contract) shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.”

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

ATTACHMENT A
PRICING

Respondent must utilize the below document when responding to this Solicitation and **return the document in an Excel** format with their response.



2023261 Pricing.xls

(Double Click Icon to Open)

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

(Double Click Icon to Open)

ATTACHMENT C
SAMPLE EQUIPMENT SPECIFICATIONS



Equipment
Specifications.xlsx

(Double Click Icon to Open)

ATTACHMENT D
SUPPLIER SUSTAINABILITY QUESTIONNAIRE



Sustainability -
Solicitation Questio

(Double Click Icon to Open)

ATTACHMENT E
OMNIA PARTNERS DOCUMENTS



Grounds Maintenance_City of

(Double Click Icon to Open)

EXHIBIT 1
DRAFT AGREEMENT

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2023261
GROUNDS MAINTENANCE EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES, RELATED SERVICES AND EQUIPMENT

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Jess Romney, NIGP-CPP, CPPB Procurement Supervisor
E-Mail	Jess.Romney@MesaAZ.gov
Phone	(480) 644-5798

With a copy to: City of Mesa – PRCF
Attn: Name, Title
P.O. Box 1466
Mesa, AZ 85211-1466
EndUserEmail@MesaAZ.gov

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Remit to Address	
Attention	
E-Mail	
Phone	
Fax	

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this ___ day of _____, 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2023261** ("Solicitation") for **Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services and Equipment**, to which Contractor provided a response ("Response"); and

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

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

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **April 1, 2024,** and ending on **March 31, 2029**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

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

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

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

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement

Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

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

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

5. **Payment.**

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

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

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

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

    5.3 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

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

5.4 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

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

6. **Insurance**.

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

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

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

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

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

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

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

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

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

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

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

    Exhibits to this Agreement are the following:

    - (A) Scope of Work
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) OMNIA Partners Documents and Contractor Response
    - (E) Request for Proposal

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

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

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

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

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

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

CITY OF MESA, ARIZONA

By: _____

_____
Printed Name

_____
Title

_____
Date

CONTRACTOR NAME

By: _____

_____
Printed Name

_____
Title

_____
Date

REVIEWED BY:

By: _____
Jess Romney, NIGP-CPP, CPPB
Procurement Supervisor

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work and Vendor Response will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

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

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

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

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

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

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

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

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

9. **COMPLIANCE WITH APPLICABLE LAWS.**

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

   b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement.

Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

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

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

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

   iii. To ensure Contractor and its subcontractors are complying with the Contractor Immigration Warranty, the City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist the City in regard to any random verification performed.

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

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.

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

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify the City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying the City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

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

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

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

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

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

12.1. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified the City pursuant to Mesa Procurement Rules Section 2.1 or notified the City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

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

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for six (6) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may

inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

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

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

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

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

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

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

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

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

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

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

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

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

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

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

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

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

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

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

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

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, its elected officials, agents, representatives and employees (collectively, including the City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. The City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

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

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

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

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

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

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

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of the City from representing another person (including Contractor) before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

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

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

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

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

hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

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

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

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

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

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

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

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

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

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

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

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

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

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

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 4.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of scope of work for the Children's Garden/Jardín de Niños and to go out for bid when funds are available. (Costley)

BACKGROUND:
Initiated by Enid Costley

The City of Roswell awarded professional services to Studio 27 for a complete set of engineer-designed plans for developing and constructing an outdoor early childhood play and learning area (now known as the Children's Garden /Jardín de Niños). To include, but not limited to, full site design, including topographic survey, excavation, earthwork and grading, irrigation and ADA accessibility, full site designs and details required to pursue construction funding, advertise, bid and construction needs.

FINANCIAL CONSIDERATION:
Waiting for the proceeds from Moreton Capital on the sale of the CD to be deposited.

LEGAL REVIEW:
The Legal Department is reviewing the final plans

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee recommended approval (5-0) at its meeting on November 17, 2025.

STAFF RECOMMENDATION:
Consider approval of the scope of work for the Children's Garden/ Jardín de Niños and to go out for bid when funds are available.

Attachments
Roswell Public Library - Children's Garden

ROSWELL PUBLIC LIBRARY

CHILDREN'S GARDEN

301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201



GENERAL CONSTRUCTION NOTES

1. ALL WORK SHALL BE CARRIED OUT IN ACCORDANCE WITH LOCAL LAWS, REGULATIONS, ORDINANCES, BUILDING CODES AND OTHER REQUIREMENTS BEARING ON THE CONDUCT OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL PERMITS AND APPROVALS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT PRIOR TO ORDERING ANY MATERIALS, FABRICATIONS, OR BEGINNING ANY PERMANENT CONSTRUCTION. FAILURE TO DO SO WILL MAKE THE CONTRACTOR RESPONSIBLE FOR COSTS RESULTING FROM ANY SUBSEQUENT CHANGES REQUIRED FOR APPROVALS AND PERMITS.
2. THE CONTRACTOR SHALL VISIT SITE AND FAMILIARIZE HIMSELF WITH THE BUILDING AND THE WORK. THE CONTRACTOR SHALL SUBMIT WITH HIS BID, A WRITTEN REPORT INDICATING ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE ACTUAL JOB SITE CONDITIONS. ALL WORK SHALL BE LIMITED TO THAT SHOWN ON THE DRAWINGS. NO ADDITIONAL WORK SHALL BE DONE WITHOUT PRIOR WRITTEN APPROVAL OF THE OWNER. ANY ADDITIONAL WORK PERFORMED WITHOUT HIS CONSENT SHALL BE DONE AT THE CONTRACTOR'S SOLE EXPENSE.
3. THE CONTRACTOR IS TO PATCH, REPAIR, REFINISH, ETC. AS NEEDED ANY WORK DISTURBED IN THE COURSE OF CONSTRUCTION.
4. THE CONTRACTOR SHALL PERFORM THE WORK IN HIGHEST QUALITY WORKMANSHIP. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY WITH CUSTOMARY CONSTRUCTION BUILDING STANDARDS THE ABOVE INCLUDES SUBMITTALS AND GENERAL CONDITIONS. THE SCOPE OF THESE DOCUMENTS MANDATES THAT SAID STANDARDS BE IN COMPLIANCE WITH ALL APPLICABLE CODES. IT SHALL BE THE CONTRACTOR'S DUTY TO VERIFY SAID COMPLIANCE. IF FOUND TO BE OUT OF COMPLIANCE OR SUB-STANDARD, THE CONTRACTOR SHALL CORRECT, WITHOUT EXCEPTION, ANY DEFICIENCIES NOTED BY THE ARCHITECT.
5. DO NOT SCALE FROM THESE DRAWINGS. ALL DIMENSIONS ARE TO FACE OF STUD OR STRUCTURAL GRID LINES UNLESS NOTED OTHERWISE.
6. FINISH WORK SHALL BE SMOOTH, FREE FROM ABRASION, TOOL MARKS, RAISED GRAIN, ETC. ON EXPOSED SURFACES. TO THE HIGHEST EXTENT POSSIBLE, ALL FASTENINGS AND ATTACHMENTS SHALL BE FULLY CONCEALED FROM VIEW AND FREE FROM SHARP OR DANGEROUS PROTRUSIONS.
7. ALL CONCEALED WOOD BLOCKING OR BRACING REQUIRED FOR CONSTRUCTION OF THIS PROJECT TO BE TREATED FIRE RETARDANT LUMBER. PROVIDE BLOCKING AT WALLS SPECIFIED TO RECEIVE WALL MOUNTED FIXTURES.
8. ALL GYPSUM WALLBOARD CONSTRUCTION SHALL CONFORM TO RECOMMENDATIONS AND INSTRUCTIONS PUBLISHED BY UNITED STATE GYPSUM COMPANY IN THE GYPSUM CONSTRUCTION HANDBOOK. THE ABOVE SHALL INCLUDE ALL LIGHT GAUGE STUDS AND HANGERS.
9. PRIOR TO ORDERING FINISHED MATERIALS, THE CONTRACTOR SHALL SUBMIT CURRENT PRODUCTION SAMPLES OF EACH MATERIAL SPECIFIED (I.E. PAINT, EIFS, BRICKS, STONES, MARBLE, TILE, VCT, PLASTIC LAMINATE, ETC.) TO THE ARCHITECT. FAILURE TO DO SO WILL MAKE THE CONTRACTOR RESPONSIBLE FOR ANY CHANGES REQUESTED BY THE ARCHITECT OR THE OWNER.
10. THE CONTRACTOR SHALL PROVIDE THE OWNER WITH TWO COPIES OF BROCHURES, CUTS, SHOP DRAWINGS, OPERATION MANUALS FOR ALL EQUIPMENT AND MATERIALS INSTALLED ON THE PROJECT. REFERENCE TO OWNER PROVIDED CLOSE- OUT MANUAL FOR ADDITIONAL INFORMATION AND REQUIREMENTS.
12. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS. DIMENSIONS AT VARIANCE WITH THOSE SHOWN ON THE PLANS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT. FAILURE TO FIELD VERIFY DIMENSIONS PRIOR TO PLACING PERMANENT WALLS OR FIXTURES OR ORDERING FABRICATIONS, MATERIALS, OR EQUIPMENT WILL MAKE THE CONTRACTOR RESPONSIBLE FOR COSTS OF ANY NECESSARY ADJUSTMENTS.
13. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER TO CLEARLY DEFINE MATERIALS AND WORK PROVIDED BY THE GENERAL CONTRACTOR, MATERIALS AND WORK TO BE COMPLETED BY OTHERS, AND MATERIALS PROVIDED BY THE OWNER AND INSTALLED BY THE CONTRACTOR.
14. ALL EMERGENCY LIGHTING AND EXIT SIGNS SHALL HAVE BACK- UP FOR OPERATION DURING INTERRUPTION OF POWER SERVICE TO THE BUILDING. PLEASE REFER TO ELECTRICAL DRAWINGS OR REFLECTED CEILING PLANS FOR ADDITIONAL INFORMATION.
15. SIGNS, LOCATIONS, NUMBER AND SIZE ARE NOT APPROVED UNDER THIS BUILDING PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.
16. DOORS IN EXITS SHALL NOT BE SUBJECT TO THE USE OF A KEY FOR OPERATION FROM THE INSIDE OF THE BUILDING. EVERY DOOR INSIDE AND OUTSIDE THE BUILDING SHALL BE PROVIDED WITH HANDICAP HARDWARE (LEVERS, PANIC HARDWARE, OR U-SHAPE DESIGNED DEVICES, ETC.). THE FLOOR ON BOTH SIDES OF A DOOR SHALL BE LEVEL AND SHALL HAVE THE SAME ELEVATION ON BOTH SIDES OF THE DOOR, FOR A DISTANCE ON EACH SIDE AT LEAST EQUAL TO THE WIDTH OF THE WIDEST SINGLE DOOR.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION AND FOR COMPLIANCE WITH SAFETY GUIDELINES, PROCEDURES AND REGULATIONS. THE ARCHITECT SHALL NOT BE RESPONSIBLE FOR ANY MEANS, METHODS OR SAFETY PROCEDURES.
18. INTERIOR AND EXTERIOR SIGNAGE SHALL BE SUPPLIED AND INSTALLED BY CONTRACTOR'S VENDOR. INCLUDING FOR STREET ADDRESS & RESTROOM SIGNAGE WHICH SHALL BE PROVIDED AND INSTALLED BY THE CONTRACTOR IN FULL COMPLIANCE WITH A.D.A./TAS
19. ALL GLASS IN DOORS AND GLASS PANELS ADJACENT TO DOORS MUST BE TEMPERED. ALL FULL HEIGHT GLASS MUST BE TEMPERED
20. THE GENERAL CONTRACTOR SHALL INSURE PROPER SOIL COMPACTION. IN ADDITION, HE/SHE SHALL INSURE THAT ALL FINISH GRADES SLOPE AWAY FROM BUILDING FOR POSITIVE DRAINAGE. REFERENCE TO STRUCTURAL AND CIVIL DRAWINGS FOR MIN. SOIL BEARING CAPACITY, COMPACTION AND SLOPE REQUIREMENTS. REGARDLESS OF THE CONTENT OF THESE DRAWINGS, THE CONTRACTOR IS REQUIRED TO INSURE POSITIVE DRAINAGE PRIOR TO COMPLETING CONSTRUCTION. ANY AND ALL CORRECTIVE DRAINAGE WORK SHALL BE DONE AT THE CONTRACTOR'S SOLE EXPENSE.
21. INSPECTION AND LABORATORY TESTING FEES SHALL BE PAID FOR BY THE OWNER. ALL PERMIT FEES AND INSPECTIONS SHALL BE PAID FOR BY THE GENERAL CONTRACTOR. THE OWNER SHALL PAY FOR ALL IMPACT FEES. (INCLUDING TRANSPORTATION AND SANITARY SEWER) HOWEVER, SANITARY SEWER TAP FEES, SPRINKLER TAP FESS, WATER METER FEES, AND DETECTION VALVE TAP FEES, IF ANY, SHALL BE PAID FOR BY THE CONTRACTOR. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO COORDINATE LOCATION, INSTALLATION AND ROUGH GRADING FOR ALL OF THE ABOVE EQUIPMENT.
22. CONCRETE TESTING AS REQUIRED BY STRUCTURAL DRAWINGS SHALL BE PROVIDED AND PAID FOR BY THE OWNER AND COORDINATED BY THE CONTRACTOR.
23. ALL EXPOSED METALS INCLUDING FASTENERS SHALL BE SMOOTH AND FREE OF ABRASIONS AND EXCESSIVE WELDS. PRIME AND PAINT (COLOR TO BE SELECTED BY ARCHITECT) WITH THE FOLLOWING EXCEPTIONS:

ROOF BAR JOISTS:	PRIMED GREY ONLY
INT. EXP. METAL DECKING:	PRIMED GREY ONLY
STRUCTURAL STEEL:	PRIMED GREY ONLY

ANY EXPOSED STRUCTURAL STEEL SHALL BE PAINTED PER SPECIFICATIONS IN ADDITION TO PRIMER

ALL EXPOSED METALS (ELECTRICAL OR PLUMBING) SHALL BE PAINTED (COLOR PER ARCHITECT) PER SPECIFICATIONS IN ADDITION TO PRIMER.

24. CONTRACTOR TO COORDINATE THE LOCATION OF ALL UTILITIES AND EQUIPMENT WITH THE UTILITY COMPANIES. COORDINATE THE LOCATION OF ALL CONDUITS, WATER AND SANITARY PIPES UNDER PADS AND WALKWAYS. VERIFY COMPLIANCE WITH ALL LOCAL AND AND STATE CODES. LOCATE ALL UTILITIES PRIOR TO EXCAVATION.
25. ELECTRICAL OUTLET OR SWITCH BOXES ARE NOT PERMITTED ADJACENT TO EACH OTHER IN RATED FIREWALL CONSTRUCTION. THE BOXES MUST BE SPACED A MINIMUM 2-FT LATERALLY APART OR PROVIDED WITH FIRE PUTTY PADS EQUIVALENT TO THE FIREWALL RATING.
26. NOTE TO CONTRACTOR: FIREWALL AND/OR FIRE BARRIER STENCILING MUST BE LABELED ON ALL FIREWALLS, FIRE BARRIERS OR SMOKE BARRIERS PER IBC SECTION 703.5. THE LABELING MUST BE INSTALLED ABOVE THE SUSPENDED CEILINGS @ 12-FT. O.C. STATING: "1-HR RATED FIRE OF SMOKE BARRIER, PROTECT ALL OPENINGS".
27. CONTRACTOR SHALL PROVIDE THE STREET ADDRESS (SUITE #) WHICH MUST BE VISIBLE FROM THE ROAD. NUMBER MUST BE A MINIMUM OF 8" IN HEIGHT AND HAVE A MINIMUM STROKE WIDTH OF 1/2 INCH. THE NUMBERS MUST BE IN CONTRASTING COLOR TO THE BUILDING MATERIALS OR "SILVER" IF PLACED ON GLASS.

PROJECT INFORMATION

PROJECT CONTACT INFORMATION

ARCHITECT

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PROJECT DESCRIPTION

PROJECT CONSISTS OF EXISTING EXTERIOR LANDSCAPE AREA TO BE CONVERTED TO OUTDOOR CHILDREN'S PLAY AND LEARN AREA. ENTIRE AREA TO BE FENCED AND PROVIDED WITH EMERGENCY EXITING, SITE LIGHTING AND SECURITY CAMERAS.

SHEET INDEX

G1.0	COVER SHEET	ARCHITECTURAL SHEETS		MEP SHEETS
C1.0	CIVIL SITE PLAN	A0.1	ARCHITECTURAL CODE SHEET	P101 PLUMBING SITE PLAN
		A1.0	DEMO SITE PLAN	
		A1.1	SITE IMPROVEMENTS PLAN	ES101 ELECTRICAL SITE PLAN
		A1.2	DIMENSION SITE PLAN	ES201 ELECTRICAL SPECIFICATIONS
		A1.3	FRAMING AND FIXTURES SITE PLAN	
		A2.1	ARCH 3D IMAGES	
		A2.2	ARCH 3D DETAILS	
		A2.3	ARCH 3D DETAILS	
		A3.1	ARCHITECTURAL DETAILS	
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		A3.3	ARCHITECTURAL DETAILS	
		A3.4	ARCHITECTURAL DETAILS	
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		A4.2	ARCHITECTURAL SPECIFICATIONS	
		A4.3	DOOR AND WINDOW SCHEDULE	

RECORDED DATE OF ISSUE 10/31/2025

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STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
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TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
COVER SHEET

SHEET NUMBER:
G1.0



INTERNATIONAL ACCESSIBILITY SYMBOL



RAISED







PROPORTIONS INTERNATIONAL SIGN OF ACCESSIBILITY



INTERNATIONAL TDD SYMBOL



INTERNATIONAL SYMBOL OF ACCESS FOR HEARING EMPAIRED

A SIGNS & PICTOGRAMS

LETTERS AND NUMBERS:

1. LETTERS AND NUMBERS ON SIGNS SHALL BE RAISED 1/32" MINIMUM AND SHALL BE SANS-SERIF UPPERCASE CHARACTERS ACCOMPANIED BY GRADE 2 BRAILLE. (SEC. 4.30.4)
2. RAISED CHARACTERS OR SYMBOLS SHALL BE A MINIMUM OF 5/8" HIGH. (SEC. 4.30.4)
3. PICTORIAL SYMBOL SIGNS (PICTOGRAMS) SHALL BE ACCOMPANIED BY THE EQUIVALENT VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTOGRAM. THE BORDER DIMENSION OF THE PICTOGRAM SHALL BE A MINIMUM OF 6" IN HEIGHT. (SEC. 4.30.4)
4. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH-TO-HEIGHT RATIO OF BETWEEN 3:5 AND 1:1 AND A STROKE WIDTH-TO-HEIGHT RATIO BETWEEN 1:5 AND 1:10. (SEC. 4.30.2)
5. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND, EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND. (SEC. 4.30.5)
6. CHARCTERS AND NUMBERS ON SIGNS SHALL BE SIZED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. THE MINIMUM HEIGHT IS MEASURED USING AN UPPER CASE X. LOWER CASE CHARACTERS ARE PERMITTED. FOR SIGNS SUSPENDED OR PROJECTED ABOVE THE FINISH FLOOR IN COMPLIANCE WITH SECTION 1128, THE MINIMUM CHARACTER HEIGHT SHALL BE 3". (SEC. 4.30.3)
7. CONTRACTED GRADE 2 BRAILLE SHALL BE USED WHEREVER BRAILLE SYMBOLS ARE SPECIFICALLY REQUIRED IN OTHER PORTIONS OF THESE REGULATIONS. DOTS SHALL BE 1/10" ON CENTERS IN EACH CELL WITH 2/10" SPACE BETWEEN CELLS. DOTS SHALL BE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND.

SIGN LOCATIONS:

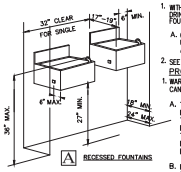
8. WHEN PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, RAISED LETTERS SHALL BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE IN CONFORMANCE WITH SECTION 1117B.5.5. SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH OUTSIDE OF THE DOOR. WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE, INCLUDING AT DOUBLE LEAF DOORS, SIGNS SHALL BE PLACE ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. MOUNTING HEIGHT SHALL BE 48 INCHES ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN. THE MOUNTING LOCATION SHALL BE DETERMINED SO THAT THE PERSON MAY APPROACH WITHIN 3" OF THE SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR. (SEC. 1117B.5.9)
9. ADDITIONAL DIRECTIONAL SIGNS ALONG ACCESSIBLE PATH OF TRAVEL ARE REQUIRED.
10. BUILDINGS REMODELED TO PROVIDE ACCESSIBLE SANITARY FACILITIES FOR PUBLIC USE SHALL HAVE INFORMATION POSTED IN THE LOBBY AS PART OF THE BUILDING DIRECTORY.

INTERNATIONAL SYMBOL OF ACCESSIBILITY:

11. STANDARD USED TO IDENTIFY ACCESSIBLE FACILITIES.
12. WHITE FIGURE ON BLUE BACKGROUND, COLOR # 15090 ON FEDERAL STANDARD # 595A.
13. WHEN ENFORCING AGENCY DETERMINES, IF APPROPRIATE, SPECIAL DESIGNS AND COLORS MAY BE APPROVED.

BRAILLE:

14. USE CONTRASTED GRADE 2 BRAILLE. DOTS TO BE 0.1 INCH ON CENTER IN EACH CELL.
15. 0.2 INCH SPACE BETWEEN CELLS.
16. DOTS RAISED MINIMUM 0.025 INCH ABOVE BACKGROUND.



A RECESSED FOUNTAINS

RECESSED FOUNTAINS:

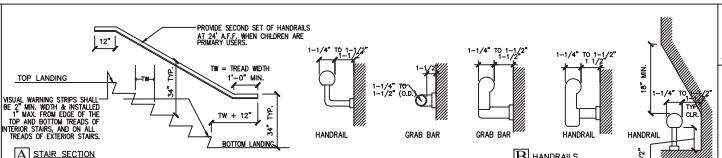
1. WITHIN ALCOVES MINIMUM 63" WIDE, MINIMUM 18" DEEP WHEN DOUBLE DRINKING FOUNTAINS ARE REQUIRED AND 30" MIN. CLR. WHEN A SINGLE FOUNTAIN IS PERMITTED.
   A. CONTRACTOR SHALL COORDINATE WITH SIZE OF WATER FOUNTAIN TO BE USED AND SIZE ALCOVE ACCORDINGLY COMPLYING WITH REQUIREMENTS AND RECOMMENDATIONS AND COORDINATING WITH THE ARCHITECT.
2. SEE TYPICAL ACCESSIBILITY NOTES SHEET SECTIONS "R" & "U".

PROJECTED FOUNTAINS

1. WARNING FOR THE VISION IMPAIRED AT A PROJECTED DRINKING FOUNTAIN CAN BE PROVIDED BY EITHER OF THE FOLLOWING MEANS:
   A. THE SURFACE OF THE FLOOR OR GROUND AT THE DRINKING FOUNTAIN CAN BE OF CONTRASTING COLOR WITH A TEXTURE THAT CONTRASTS IN RESILIENCY WITH THE ADJACENT FINISHED FLOOR MATERIAL, SO THAT IT CAN BE SENSED BY A CANE, WITH THE TEXTURE EXTENDING FROM THE WALL TO ONE FOOT BEYOND THE FRONT EDGE OF THE DRINKING FOUNTAIN AND ONE FOOT BEYOND EACH SIDE OF THE FOUNTAIN, OR
   B. INSTALL WING WALLS ON EACH SIDE OF THE DRINKING FOUNTAIN TO PROJECT OUT FROM THE MAIN WALL AT LEAST AS FAR AS THE DRINKING FOUNTAIN AND TO WITHIN 6" OF THE PATH OF TRAVEL FLOOR FINISH. THERE MUST BE 32" CLEAR BETWEEN THE WING WALLS, OR

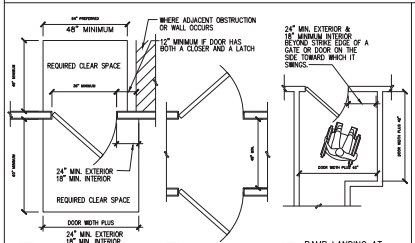
NOTE:

ILLUSTRATIONS SHOWN HERE ARE FOR DIMENSIONAL ACCESSIBILITY PURPOSES ONLY. A SECOND DRINKING FOUNTAIN SHOULD BE PROVIDED AT A MOUNTING HEIGHT SUITABLE TO PERSONS WITH LIMITED PHYSICAL BENDING ABILITY, ADJACENT TO THE ACCESSIBLE FOUNTAIN, MAINTAINING MINIMUM CLEARANCES NOTED AND AS REQUIRED. PROVIDE TEXTURED AREA OF CONTRASTING COLOR TO IDENTIFY WATER FOUNTAIN LOCATION AS NOTED. WHEN FOUNTAIN IS AT AN INTERIOR LOCATION, THE TEXTURED AREA SHALL ALSO BE OF DIFFERENT RESILIENCY THAN THAT OF THE ADJACENT FLOOR SURFACE FINISH. SEE TYPICAL ACCESSIBILITY NOTES SHEET FOR ADDITIONAL REQUIREMENTS.



A STAIR SECTION

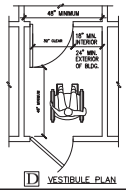
B HANDRAILS



A PLAN

B CORRIDOR PLAN

C RAMP LANDING AT DOORWAY PLAN

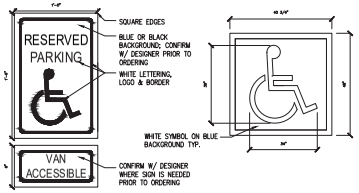


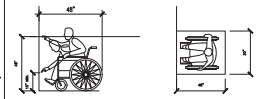
D VESTIBULE PLAN

NOTES:

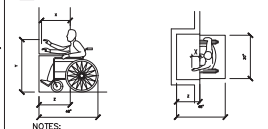
1. CLEAR SPACES MUST BE LEVEL TO PREVENT WHEELCHAIRS FROM ROLLING WHEN THE OCCUPANT RELEASES THE WHEEL GRIPS TO REACH FOR THE DOOR. 1/4" PER FOOT IS ALLOWED FOR DRAINAGE.
2. WHERE DOORS OPEN ONTO, BUT NOT INTO A CORRIDOR, THE REQUIRED LEVEL AREA BEYOND THE DOORS MAY BE A MINIMUM OF 48". FOR ADDITIONAL INFORMATION, SEE APPLICABLE NOTES ON TYPICAL ACCESSIBILITY NOTES SHEET.

A PARKING SIGNS





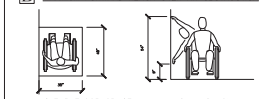
A HIGH FORWARD REACH LIMIT



NOTES:

1. X SHALL BE < 25 INCHES; Z SHALL BE > X.
2. WHEN X < 20 INCHES, THEN Y SHALL BE 48 INCHES MAXIMUM.
3. WHEN X IS 20 TO 25 INCHES, THEN Y SHALL BE 44 INCHES MAXIMUM.

B MAXIMUM FORWARD REACH OVER AN OBSTRUCTION

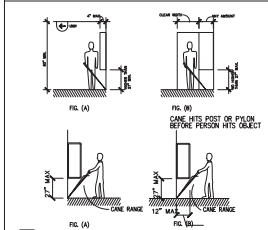


C CLEAR FLOOR SPACE PARALLEL APPROACH

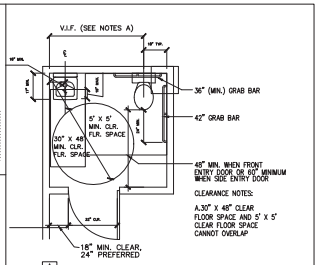
D HIGH AND LOW SIDE REACH LIMITS



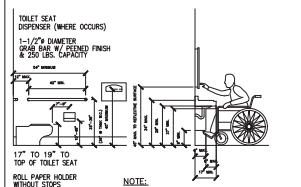
E MAXIMUM SIDE REACH OVER AN OBSTRUCTION



A PROTRUDING OBJECTS



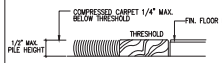
A PLAN



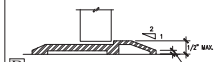
NOTE:

1. PROVIDE PRIVACY DOOR LOCK WHEN IT IS A PRIVATE TOILET OR FOR UNISEX USE.
2. GRAB BARS; SEE TYPICAL ACCESSIBILITY NOTES SHEET.

B ELEVATIONS



A TRANSITION BETWEEN FLOOR FINISHES



B THRESHOLD



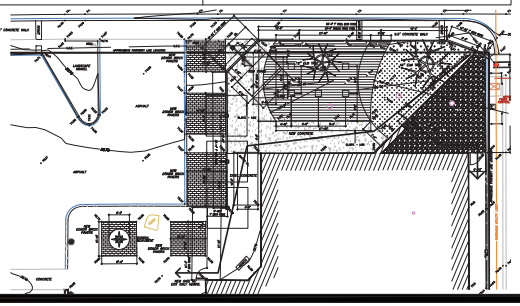
C LEVEL CHANGES

NOTES:

1/2" MAXIMUM TOTAL HEIGHT WITH 1/4" MAXIMUM VERTICAL CHANGE AT EDGE.

1 : 2 SLOPED BEVEL REQUIRED IF LEVEL CHANGE IS OVER 1/4" VERTICAL LEVEL CHANGE.

1/4" MAXIMUM VERTICAL LEVEL CHANGE.



ARCHITECTURAL CODE PLAN

NOT TO SCALE

CODE INFORMATION			
APPLICABLE CODE: 2021 IBC - 2021 IFC 2021 IPC, 2021 IMC, 2020 NEC - 2021 IECC			
EXISTING CONSTRUCTION TYPE N/A - OUTDOOR SPACE			
BUILDING HAS EXIST. FIRE SPRINKLER - N/A			
OCCUPANT TYPE: GROUP: A-3			
NEW CONSTRUCTION TYPE: OUTDOOR SPACE N/A			
TOTAL OUTDOOR AREA 2,871 S.F.			
CONSTRUCTION TYPE: N/A			
OCCUPANCY LOAD - TABLE 1004.5			
OCCUPANT TYPE	GSF	RATIO FACTOR	OCCLOAD
LIBRARY	2,871 SF	50 NET	57
TOTAL OCCUPANT LOAD			57
GROUND FLOOR EGRESS			
REQUIRED # OF EXITS - TABLE 1006.2.1 2 PROVIDED # OF EXITS 2			
EXIT ACCESS TRAVEL DISTANCE -TABLE 1006.2.1 MAX ALLOWED W/O SPRINKLER 75 FEET MAX DISTANCE IN PLAN 70 FEET			
CORRIDORS: TABLE 1020.3 MINIMUM CORRIDOR WIDTH MIN WIDTH BY OCC LOAD <50 36" MINIMUM WIDTH PROVIDED N/A			
REQUIRED PARKING (CITY OF ROSWELL ZONING ORDINANCE)			
REQUIRED # OF PARKING SPACES ACCOUNTED FOR IN EXISTING PARKING LOT FOR ROSWELL PUBLIC LIBRARY			
ACCESSIBLE PARKING			
REQUIRED # OF PARKING SPACES ACCOUNTED FOR IN EXISTING PARKING LOT FOR ROSWELL PUBLIC LIBRARY			

BUILDING KEYED NOTES	
×	BEGINNING POINT FOR TRAVEL DISTANCE
	FARTHEST TRAVEL DISTANCE

BUILDING DESCRIPTION
PROJECT CONSISTS OF EXISTING EXTERIOR LANDSCAPE AREA TO BE CONVERTED TO OUTDOOR CHILDREN'S PLAY AND LEARN AREA. ENTIRE AREA TO BE FENCED AND PROVIDED WITH EMERGENCY EXITING, SITE LIGHTING AND SECURITY CAMERAS.

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STATE OF NEW MEXICO
1/31/2025
GREGORY D HOLMAN
NO. 009508
REGISTERED ARCHITECT

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www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

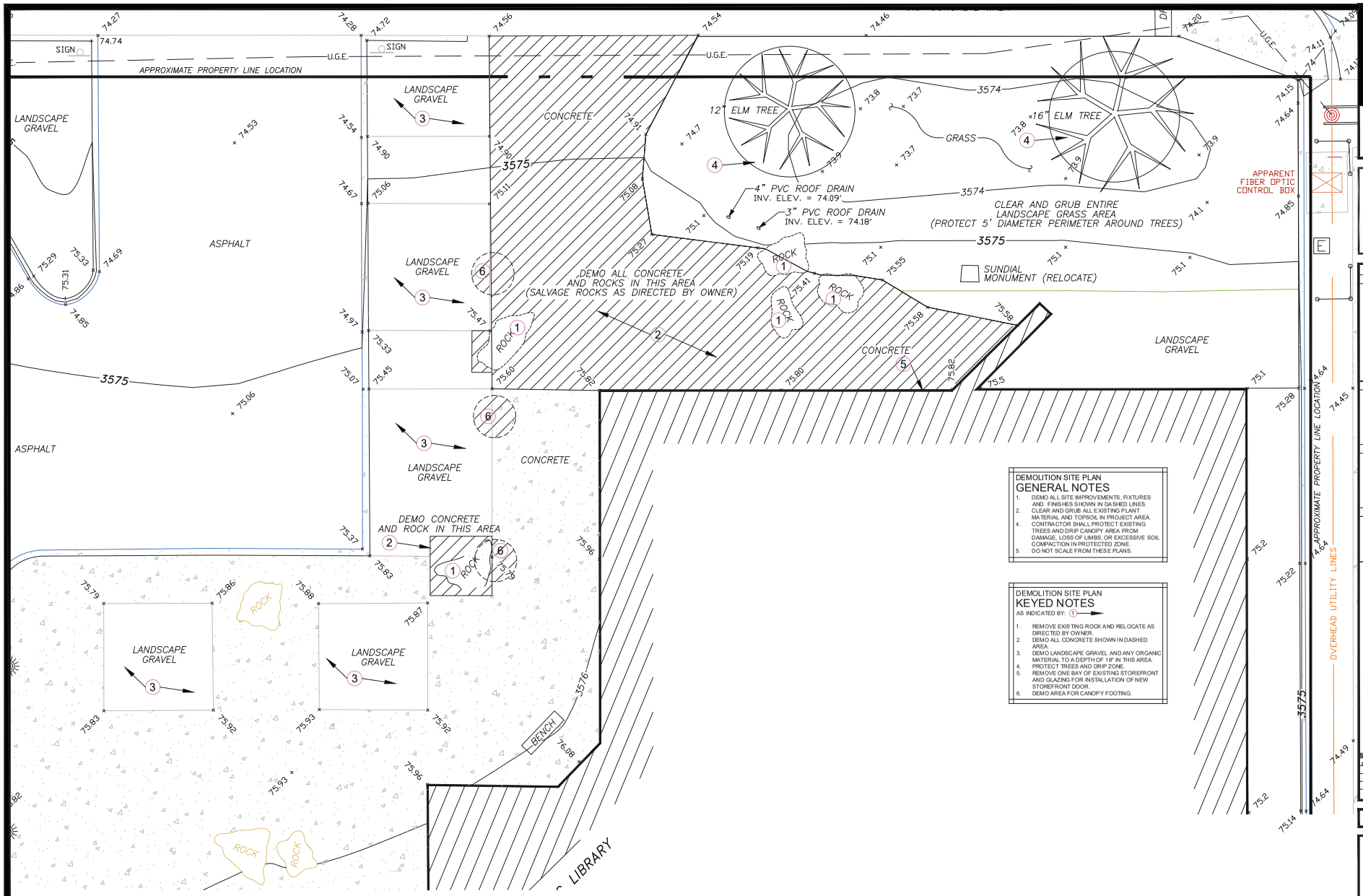
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL CODE SHEET

SHEET NUMBER:
A0.1



DEMO SITE PLAN

SCALE: 1/4" = 1'-0"

DEMOLITION SITE PLAN
GENERAL NOTES

1. DEMO ALL SITE IMPROVEMENTS, FIXTURES AND FINISHES SHOWN IN DASHED LINES.
2. CLEAR AND GRUB ALL EXISTING PLANT MATERIAL AND TOPSOIL IN PROJECT AREA.
4. CONTRACTOR SHALL PROTECT EXISTING TREES AND DRIP CANOPY AREA FROM DAMAGE, LOSS OF LIMBS, OR EXCESSIVE SOIL COMPACTION IN PROTECTED ZONE.
5. DO NOT SCALE FROM THESE PLANS.

DEMOLITION SITE PLAN
KEYED NOTES

AS INDICATED BY: (1) →

1. REMOVE EXISTING ROCK AND RELOCATE AS DIRECTED BY OWNER.
2. DEMO ALL CONCRETE SHOWN IN DASHED AREA.
3. DEMO LANDSCAPE GRAVEL AND ANY ORGANIC MATERIAL TO A DEPTH OF 18" IN THIS AREA.
4. PROTECT TREES AND DRIP ZONE.
5. REMOVE ONE BAY OF EXISTING STOREFRONT AND GLAZING FOR INSTALLATION OF NEW STOREFRONT DOOR.
6. DEMO AREA FOR CANOPY FOOTING.

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STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

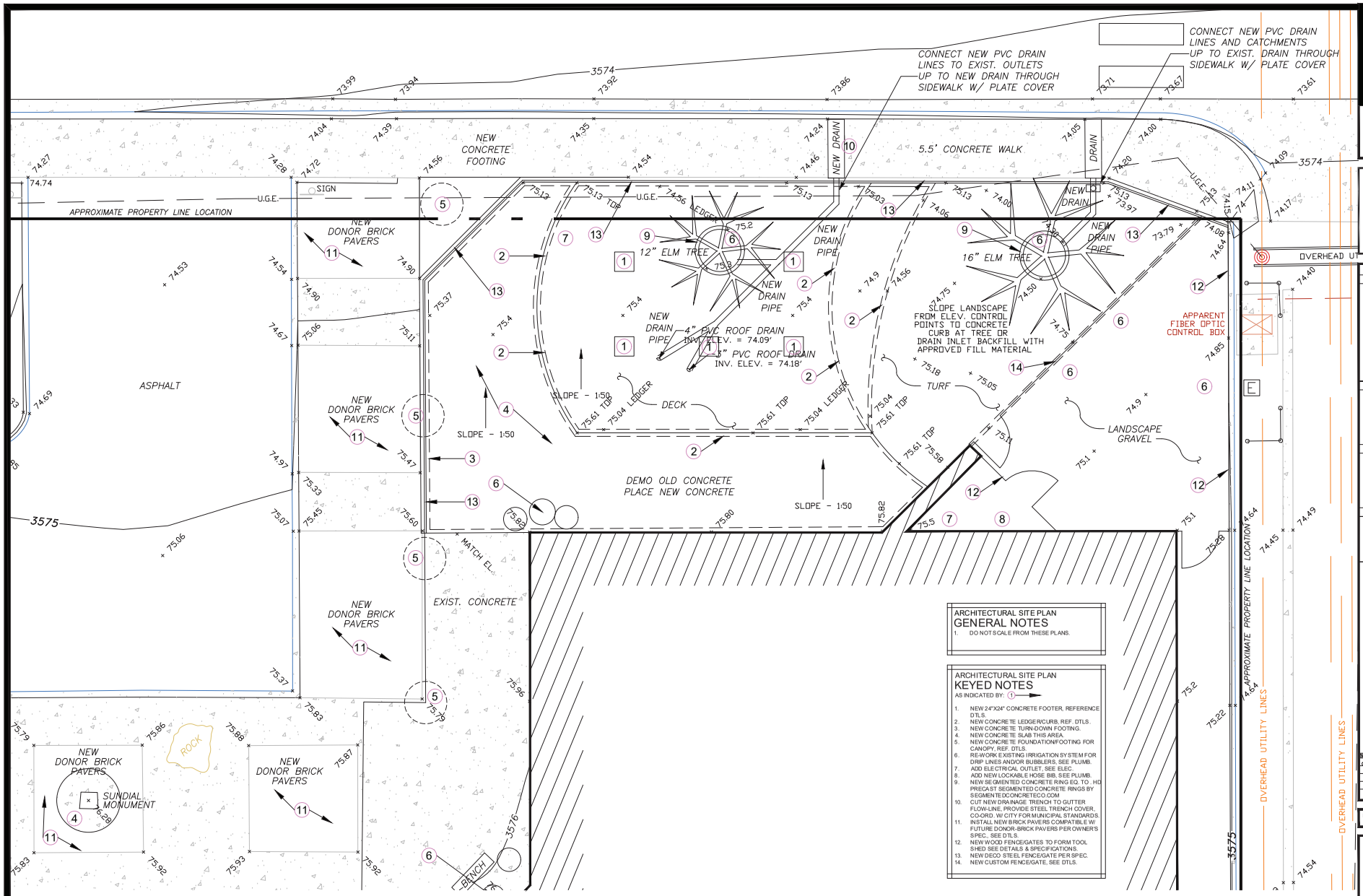
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
DEMO SITE PLAN

SHEET NUMBER:
A1.0



SITE IMPROVEMENT PLAN

SCALE: 1/4" = 1'-0"

ARCHITECTURAL SITE PLAN
GENERAL NOTES

1. DO NOT SCALE FROM THESE PLANS.

ARCHITECTURAL SITE PLAN
KEYED NOTES

AS INDICATED BY: (1)

1. NEW 24"X24" CONCRETE FOOTER, REFERENCE DTLS.
2. NEW CONCRETE LEDGER/CURB, REF. DTLS.
3. NEW CONCRETE TURN-DOWN FOOTING.
4. NEW CONCRETE SLAB THIS AREA.
5. NEW CONCRETE FOUNDATION/FOOTING FOR CANOPY, REF. DTLS.
6. RE-WORK EXISTING IRRIGATION SYSTEM FOR DRIP LINES AND/OR BUBBLERS, SEE PLUMB.
7. ADD ELECTRICAL OUTLET, SEE ELEC.
8. ADD NEW LOCKABLE HOSE BIB, SEE PLUMB.
9. NEW SEGMENTED CONCRETE RING EQ. TO .HD PRECAST SEGMENTED CONCRETE RINGS BY SEGMENTEDCONCRETECO.COM
10. CUT NEW DRAINAGE TRENCH TO GUTTER FLOW-LINE, PROVIDE STEEL TRENCH COVER, CO-ORD. W/ CITY FOR MUNICIPAL STANDARDS.
11. INSTALL NEW BRICK PAVERS COMPATIBLE W/ FUTURE DONOR-BRICK PAVERS PER OWNER'S SPEC., SEE DTLS.
12. NEW WOOD FENCE/GATES TO FORM TOOL SHED SEE DETAILS & SPECIFICATIONS.
13. NEW DECO STEEL FENCE/GATE PER SPEC.
14. NEW CUSTOM FENCE/GATE, SEE DTLS.

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575.628.8798

STATE OF NEW MEXICO — GREGORY D HOLMAN — NO. 009926 — REGISTERED ARCHITECT

CONSULTANTS:

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Electrical & Mechanical Consulting Engineers
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Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

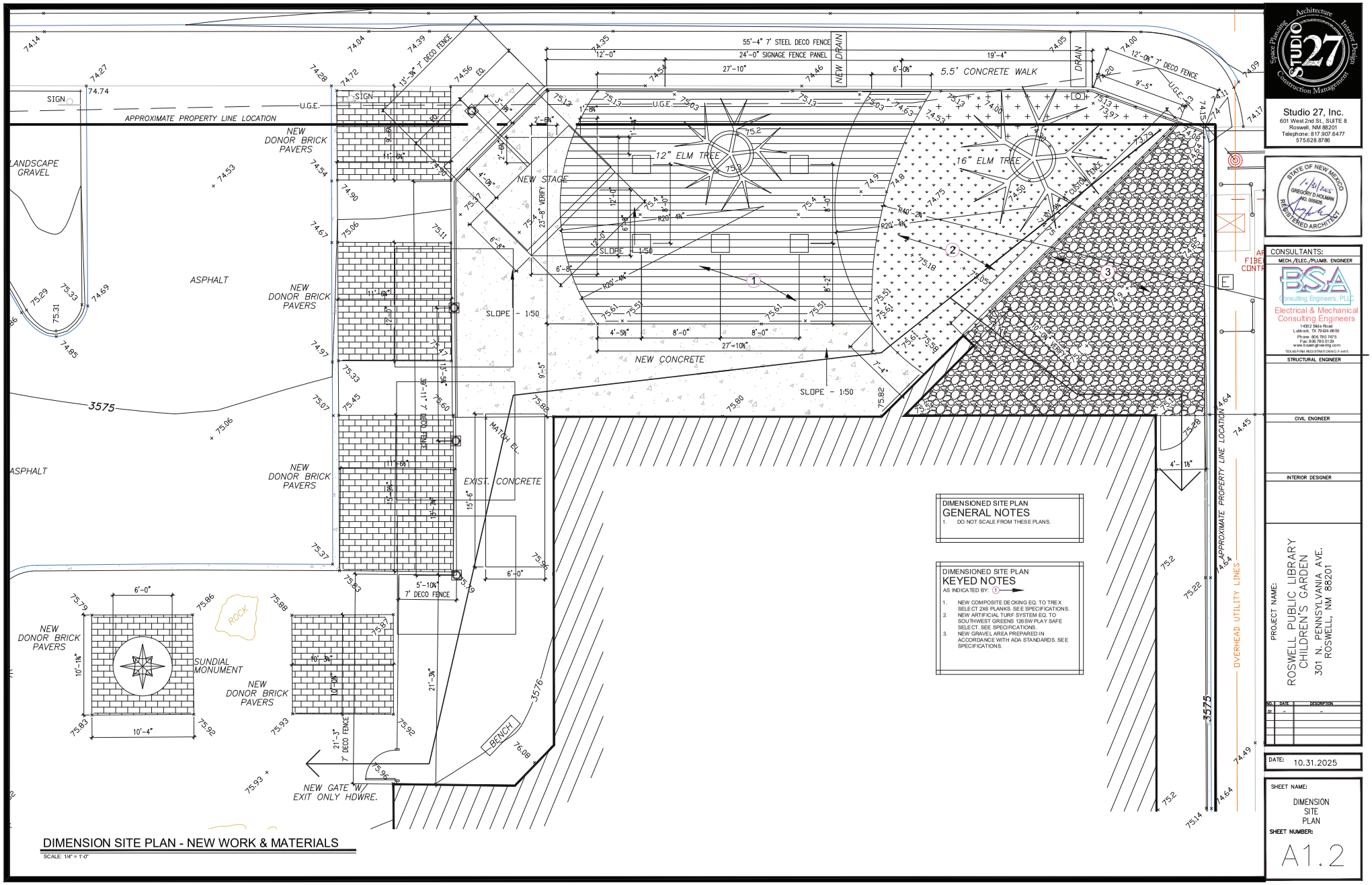
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
SITE IMPROVEMENT PLAN

SHEET NUMBER:
A1.1



DIMENSION SITE PLAN - NEW WORK & MATERIALS

SCALE: 1/4" = 1'-0"

DIMENSIONED SITE PLAN
GENERAL NOTES

1. DO NOT SCALE FROM THESE PLANS.

DIMENSIONED SITE PLAN
KEYED NOTES

AS INDICATED BY: (1)

1. NEW COMPOSITE DECKING EQ. TO TREX SELECT 2X6 PLANKS. SEE SPECIFICATIONS.
2. NEW ARTIFICIAL TURF SYSTEM EQ. TO SOUTHWEST GREENS 120 SW PLAY SAFE SELECT. SEE SPECIFICATIONS.
3. NEW GRAVEL AREA PREPARED IN ACCORDANCE WITH ADA STANDARDS. SEE SPECIFICATIONS.

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STATE OF NEW MEXICO
1/31/2025
GREGORY D HOLMAN
NO. 009928
REGISTERED ARCHITECT

CONSULTANTS:

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Phone: 806.760.7475
Fax: 806.793.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. T-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

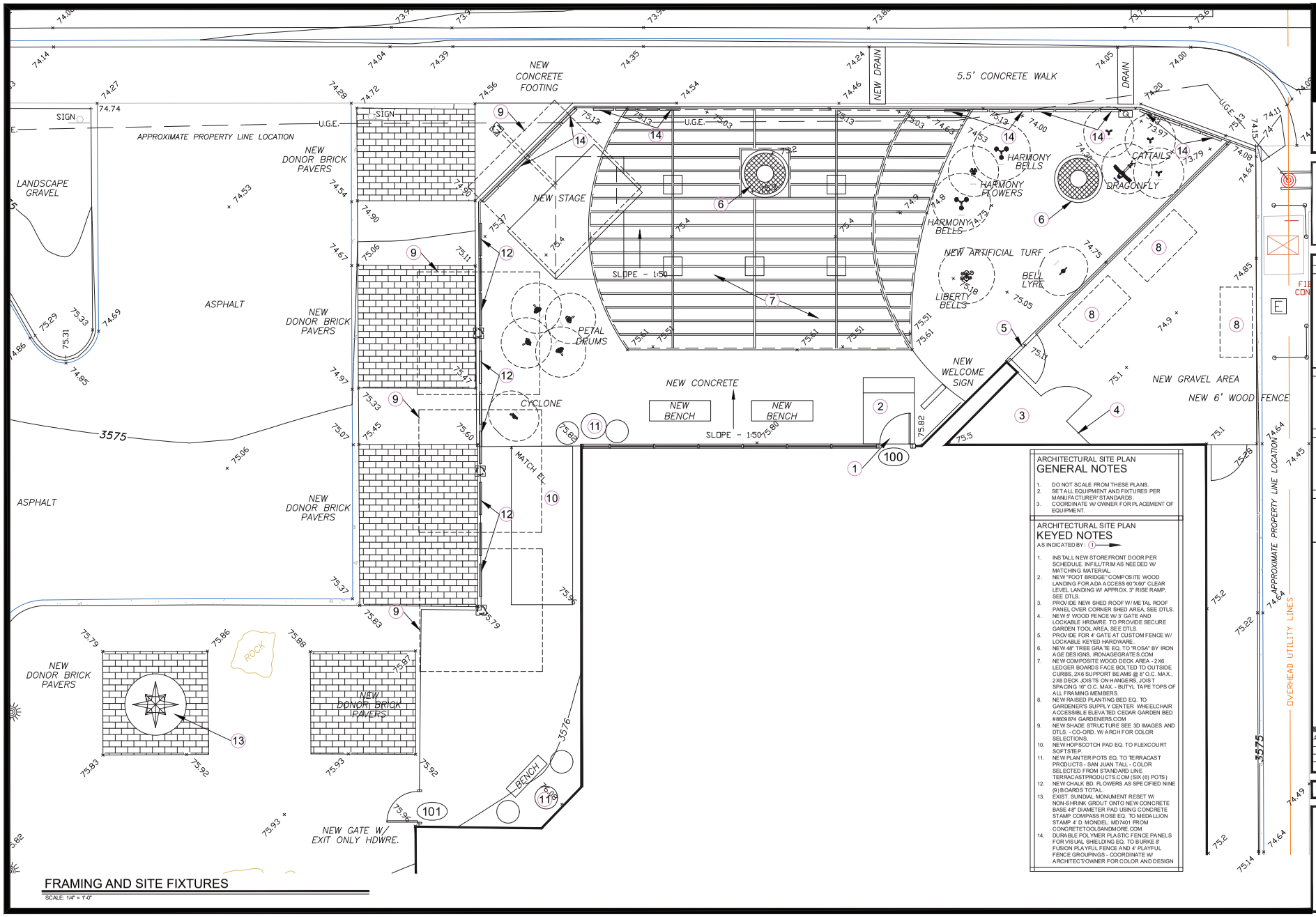
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
DIMENSION SITE PLAN

SHEET NUMBER:
A1.2



FRAMING AND SITE FIXTURES

SCALE: 1/4" = 1'-0"

ARCHITECTURAL SITE PLAN
GENERAL NOTES

1. DO NOT SCALE FROM THESE PLANS.
2. SET ALL EQUIPMENT AND FIXTURES PER MANUFACTURER' STANDARDS.
3. COORDINATE W/ OWNER FOR PLACEMENT OF EQUIPMENT.

ARCHITECTURAL SITE PLAN
KEYED NOTES

AS INDICATED BY: (1)

1. INSTALL NEW STOREFRONT DOOR PER SCHEDULE. INFILL/TRIM AS NEEDED W/ MATCHING MATERIAL.
2. NEW "FOOT BRIDGE" COMPOSITE WOOD LANDING FOR ADA ACCESS 60"X60" CLEAR LEVEL LANDING W/ APPROX. 3" RISE RAMP. SEE DTLS.
3. PROVIDE NEW SHED ROOF W/ METAL ROOF PANEL OVER CORNER SHED AREA, SEE DTLS.
4. NEW 6' WOOD FENCE W/ 3' GATE AND LOCKABLE HRDWRE. TO PROVIDE SECURE GARDEN TOOL AREA, SEE DTLS.
5. PROVIDE FOR 4' GATE AT CUSTOM FENCE W/ LOCKABLE KEYED HARDWARE.
6. NEW 48" TREE GRATE EQ. TO "ROSA" BY IRON AGE DESIGNS. IRONAGEGRATES.COM
7. NEW COMPOSITE WOOD DECK AREA - 2X6 LEDGER BOARDS FACE BOLTED TO OUTSIDE CURBS, 2X6 SUPPORT BEAMS @ 8' O.C. MAX., 2X6 DECK JOISTS ON HANGERS, JOIST SPACING 16" O.C. MAX. - BUTYL TAPE TOPS OF ALL FRAMING MEMBERS.
8. NEW RAISED PLANTING BED EQ. TO GARDENER'S SUPPLY CENTER WHEELCHAIR ACCESSIBLE ELEVATED CEDAR GARDEN BED #8609874 GARDENERS.COM
9. NEW SHADE STRUCTURE SEE 3D IMAGES AND DTLS. - CO-ORD. W/ ARCH FOR COLOR SELECTIONS.
10. NEW HOPSCOTCH PAD EQ. TO FLEXCOURT SOFTSTEP.
11. NEW PLANTER POTS EQ. TO TERRACAST PRODUCTS - SAN JUAN TALL - COLOR SELECTED FROM STANDARD LINE TERRACASTPRODUCTS.COM (SIX (6) POTS)
12. NEW CHALK BD. FLOWERS AS SPECIFIED NINE (9) BOARDS TOTAL.
13. EXIST. SUNDIAL MONUMENT RESET W/ NON-SHRINK GROUT ONTO NEW CONCRETE BASE 48" DIAMETER PAD USING CONCRETE STAMP COMPASS ROSE EQ. TO MEDALLION STAMP 4' D. MONDEL: MD7401 FROM CONCRETETOOLSANDMORE.COM
14. DURABLE POLYMER PLASTIC FENCE PANELS FOR VISUAL SHIELDING EQ. TO BURKE 8' FUSION PLAYFUL FENCE AND 4' PLAYFUL FENCE GROUPINGS - COORDINATE W/ ARCHITECT/OWNER FOR COLOR AND DESIGN

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STATE OF NEW MEXICO — 1/31/2025 — GREGORY D HOLMAN — NO. 505826 — REGISTERED ARCHITECT

CONSULTANTS:

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www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
FRAMING & SITE FIXTURES PLAN

SHEET NUMBER:
A1.3



01 OVERALL 3D VIEW
NO SCALE



02 OVERALL 3D VIEW
NO SCALE



03 3D VIEW WALLFLOWERS
NO SCALE



04 3D VIEW STAGE AREA
NO SCALE

3D RENDERED IMAGES FOR REFERENCE ONLY - PLEASE VERIFY W/ DETAIL SHEETS & SPECIFICATIONS FOR CONSTRUCTION REQUIREMENTS
Gregory D. Holman NM# 5926

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STATE OF NEW MEXICO
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REGISTERED ARCHITECT

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TEXAS FIRM REGISTRATION NO. F-4415
STRUCTURAL ENGINEER
CIVIL ENGINEER
INTERIOR DESIGNER

PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

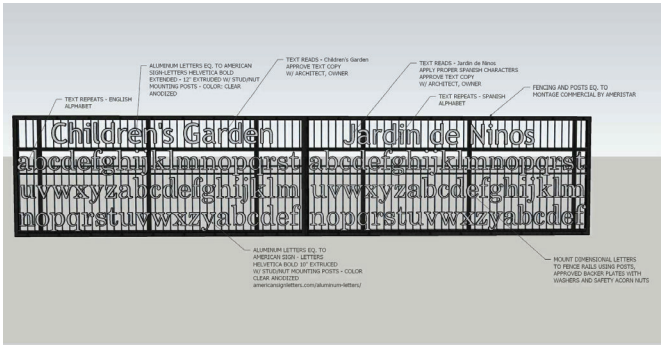
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01	-	-

DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL
3D VIEWS

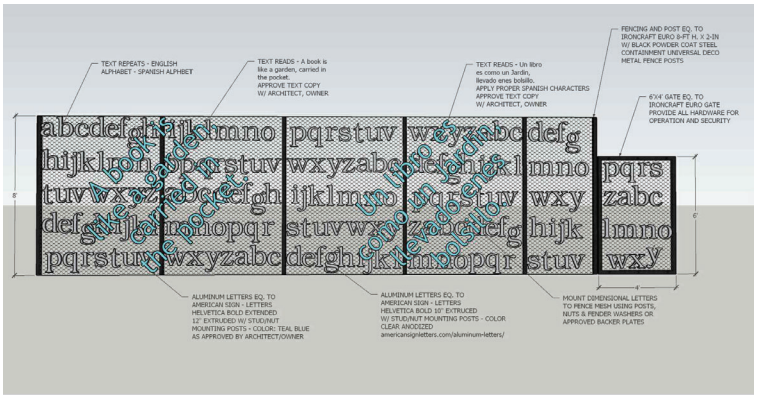
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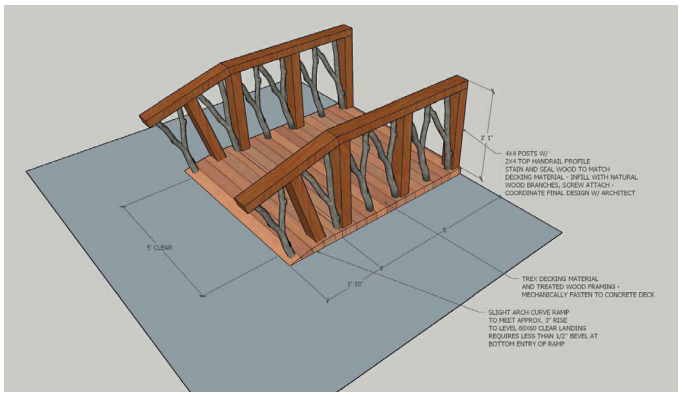


01 3D VIEW WALLFLOWERS
NO SCALE

02 3D VIEW CHIDREN'S GARDEN SIGNAGE FENCE
NO SCALE



03 3D VIEW CUSTOM STEEL FENCE
NO SCALE



04 3D DETAILS - WALKING BRIDGE
NO SCALE

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STATE OF NEW MEXICO
1/31/2025
GREGORY D HOLMAN
NO. 009939
REGISTERED ARCHITECT

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TEXAS FIRM REGISTRATION NO. F-4415
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CIVIL ENGINEER
INTERIOR DESIGNER

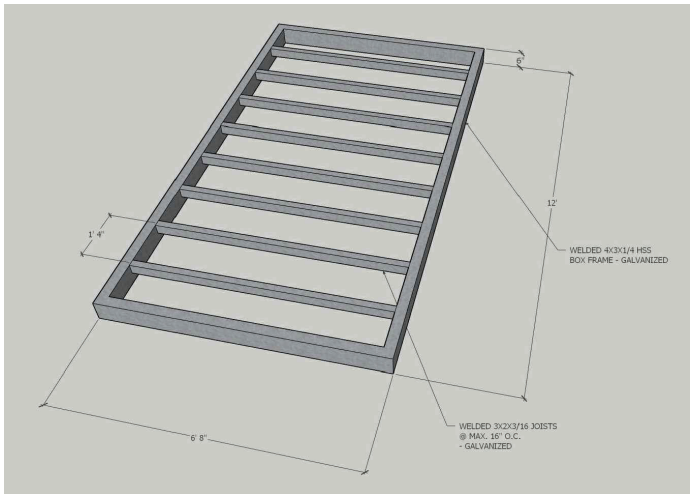
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
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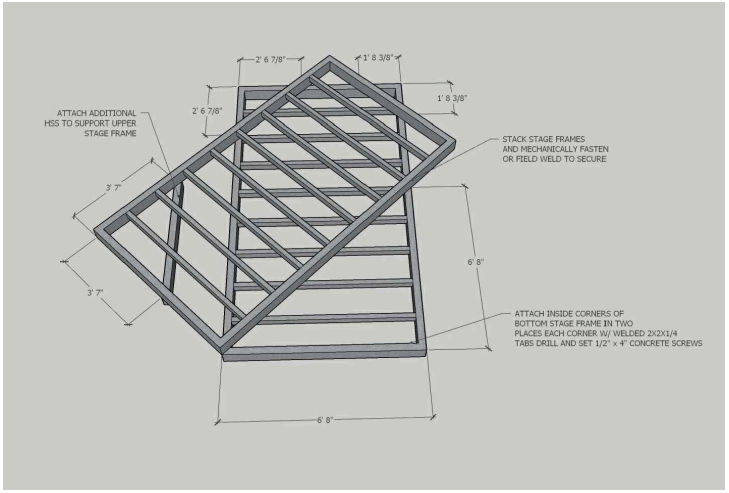
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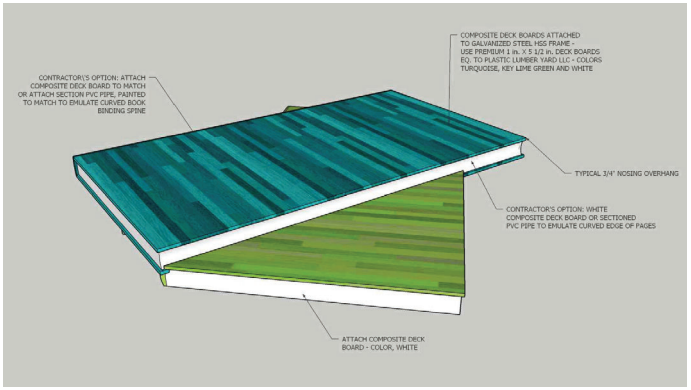
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A2.2



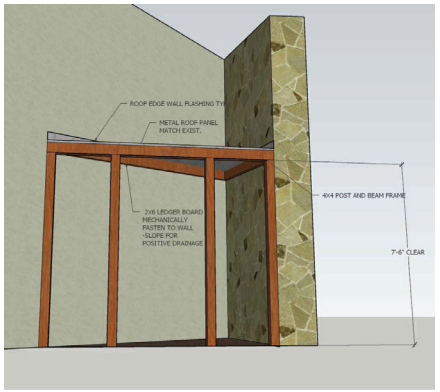
01 3D DETAILS - OUTDOOR STAGE FRAMING
NO SCALE



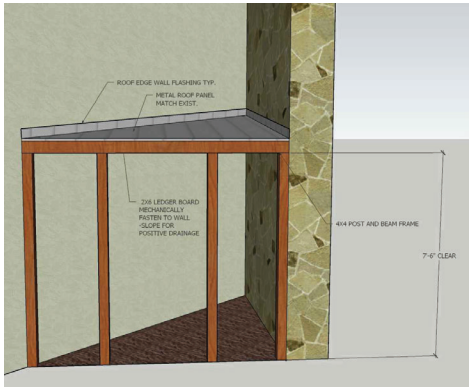
02 3D DETAILS - OUTDOOR STAGE FRAMING
NO SCALE



03 3D DETAILS - OUTDOOR STAGE
NO SCALE



04 3D DETAILS - TOOL SHED FRAMING/ROOF
NO SCALE



05 3D DETAILS - TOOL SHED FRAMING/ROOF
NO SCALE

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STATE OF NEW MEXICO
GREGORY D HOLMAN
NO. 009808
REGISTERED ARCHITECT
11/31/2025

CONSULTANTS:

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www.bsaengineering.com
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STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

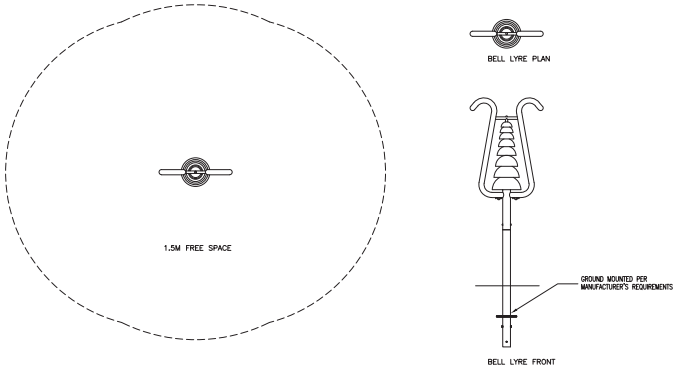
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

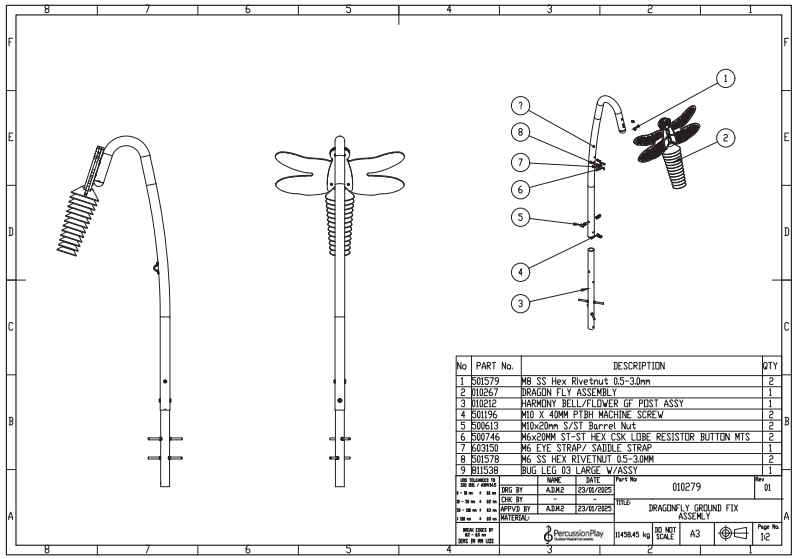
DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL
3D DETAILS

SHEET NUMBER:
A2.3



01 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE

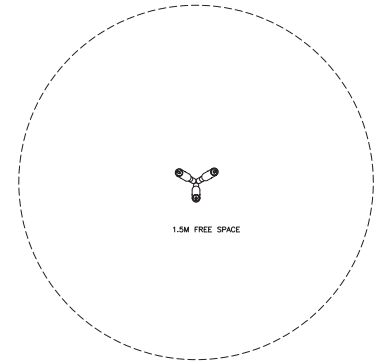


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2	010267	DRAGON FLY ASSEMBLY	1
3	010212	HARMONY BELL/FLOWER GF POST ASSY	1
4	501196	M10 X 40MM FTBH MACHINE SCREW	2
5	500613	M10x20mm S/ST Barrel Nut	2
6	500746	M6x20MM ST-ST HEX CSK LOBE RESISTOR BUTTON MTS	2
7	603150	M6 EYE STRAP/ SADDLE STRAP	1
8	501578	M6 SS HEX RIVETNUT 0.5-3.0MM	2
9	811538	BUG LEG 03 LARGE W/ASSY	1

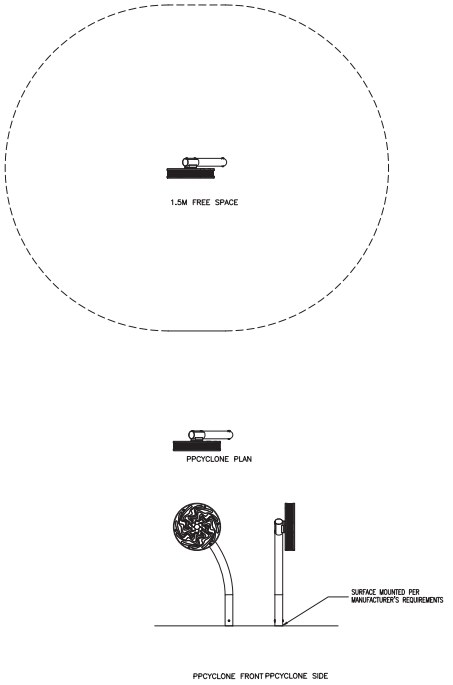
	NAME	DATE	Part No	Rev
DRG BY	ASM2	23/01/2025	010279	01
CHK BY				
APPVD BY	ASM2	23/01/2025	TITLE: DRAGONFLY GROUND FIX ASSEMLY	
MATERIAL:				

PercussionPlay | 11458.45 kg | DO NOT SCALE | A3 | Page No. 1/2

04 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE



02 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE



03 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE

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STATE OF NEW MEXICO
1/31/2025
GREGORY D HOLMAN
NO. 009926
REGISTERED ARCHITECT

CONSULTANTS:

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TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

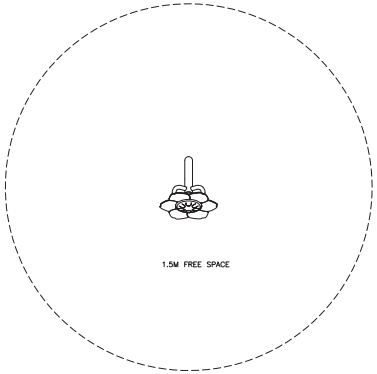
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
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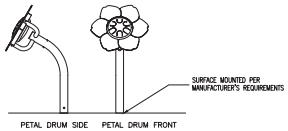
DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL DETAILS

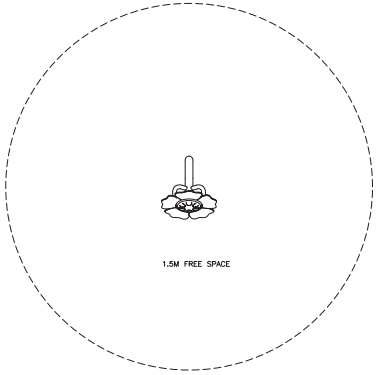
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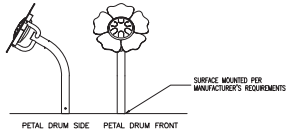




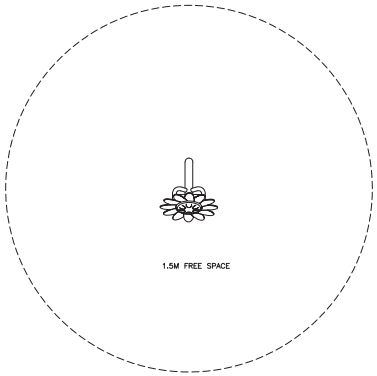
01 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE



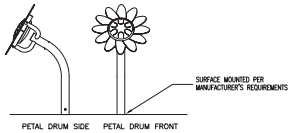




02 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE







03 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE

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STATE OF NEW MEXICO
GREGORY D HOLMAN
NO. 009826
REGISTERED ARCHITECT

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STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

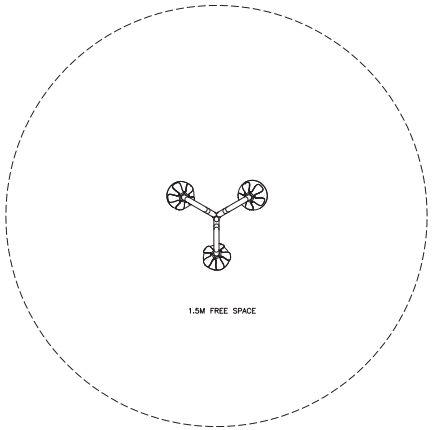
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

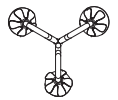
NO.	DATE	DESCRIPTION
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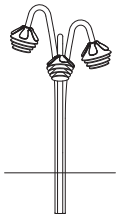
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ARCHITECTURAL DETAILS

SHEET NUMBER:
A3.2



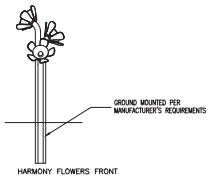




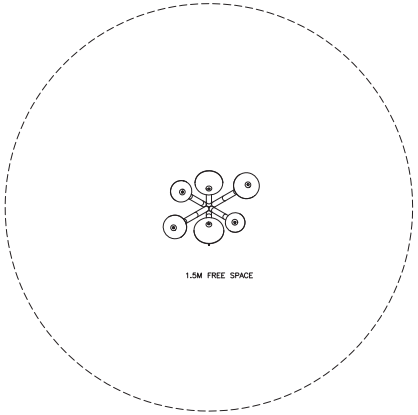
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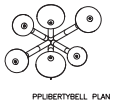


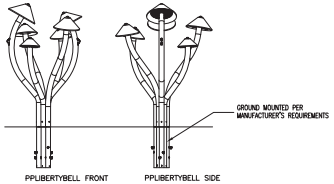




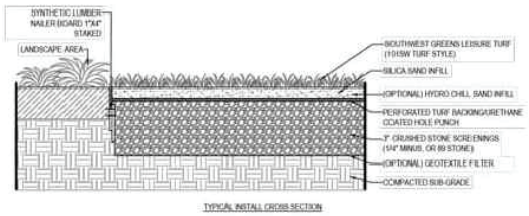
02 DETAIL - OUTDOOR INSTRUMENTS
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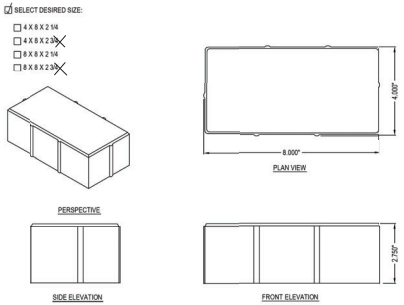
03 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE



TYPICAL INSTALL CROSS-SECTION

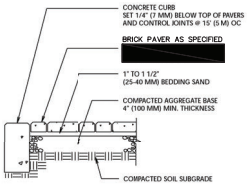
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DRAWING NOT TO SCALE.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION
4. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
5. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT https://newgreens.com/

04 DETAIL - ARTIFICIAL TURF
NO SCALE



NOTES:
1. COMPLIES WITH ASTM C902 CLASS SX TYPE I APPLICATION PS. APPLICATION PX AVAILABLE ON REQUEST. ASTM C1272 TYPI R AVAILABLE ON REQUEST
2. AVAILABLE IN ALL STANDARD COLORS. STANDARD COLORS MAY BE BLENDED AT THE PLANT PER ARCHITECT'S SPECIFICATION.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
4. DO NOT SCALE DRAWING.
5. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
6. ALL NFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
7. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT WWW.CADDETAILS.COM/INFO AND ENTER REFERENCE NUMBER 256-115.

05 DETAIL - BRICK PAVERS
NO SCALE



NOTE:
1. THICKNESS OF BASE WILL VARY WITH SUBGRADE CONDITONS AND CLIMATE. COLDER CLIMATES MAY REQUIRE THICKER BASES.

05 DETAIL - BRICK PAVERS SETTING BED SECTION
NO SCALE

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Roswell, NM 88201
Telephone: 817.907.6477
575.628.8796

STATE OF NEW MEXICO
1/31/2025
GREGORY D HICKMAN
NO. 009926
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

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Electrical & Mechanical Consulting Engineers
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Lubbock, TX 79424-4955
Phone: 806.793.7475
Fax: 806.793.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

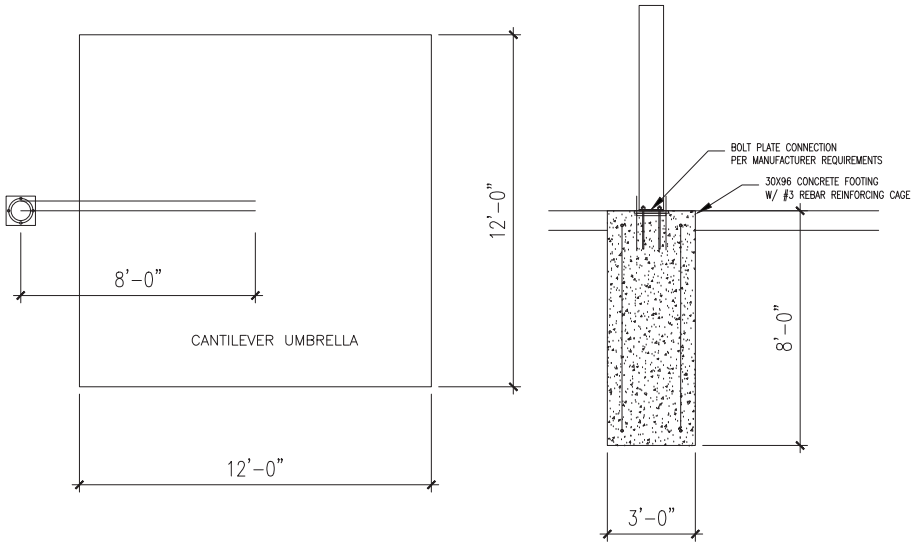
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
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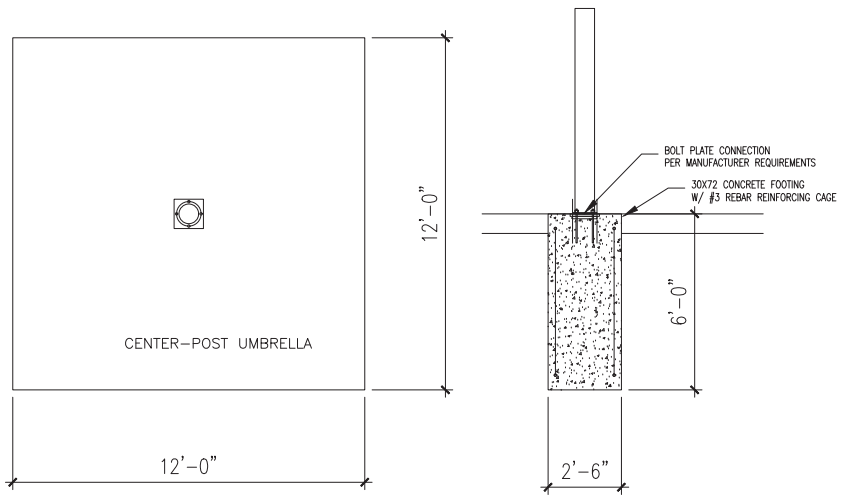
DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL DETAILS

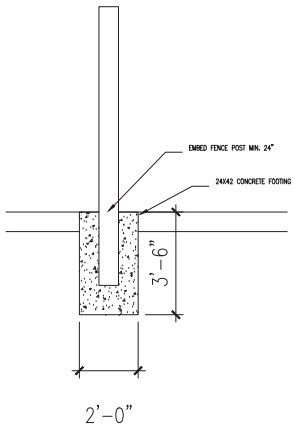
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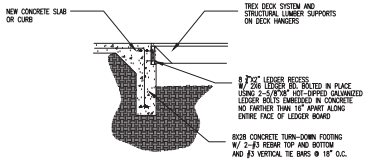
01 DETAIL - SHADE CANOPY
SCALE: 1/2" = 1'-0"



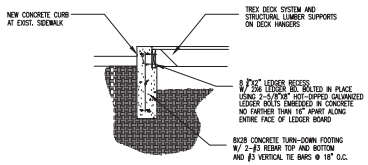
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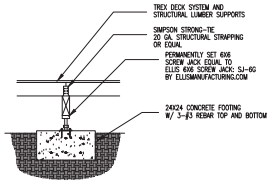
03 DETAIL - TYP. FENCE POST
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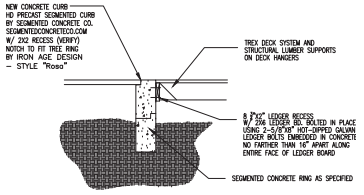
04 DETAIL - CONCRETE TURN-DOWN/DECK LEDGER
SCALE: 1/2" = 1'-0"



05 DETAIL - CONCRETE CURB/DECK LEDGER @ EXIST. SIDEWALK
SCALE: 1/2" = 1'-0"



06 DETAIL - DECK SUPPORT FOOTER
SCALE: 1/2" = 1'-0"



07 DETAIL - CONCRETE CURB AT TREE RING
SCALE: 1/2" = 1'-0"

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NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL
DETAILS

SHEET NUMBER:
A3.4

PROJECT MANUAL AND SPECIFICATIONS

* THE TERMS GENERAL CONTRACTOR, G.C. AND CONTRACTOR SHALL BE INTERCHANGEABLE.

F. THE GENERAL CONTRACTOR IS TO REVIEW, APPROVE AND STAMP WITH THE CONTRACTOR'S ACTION, ALL SUBMITTALS PRIOR TO TRANSMITTING TO ARCHITECT. EACH SUBMITTAL SHALL BEAR THE LEGIBLE ACTION STAMP OF THE CONTRACTOR. IF, DURING THE COURSE OF CONTRACTOR'S REVIEW, THE SUBMITTAL IS FOUND TO CONTAIN MANY ERRORS, THE CONTRACTOR SHALL HAVE THOSE ERRORS CORRECTED AND RE-SUBMITTAL MADE, PRIOR TO HAVING THE ARCHITECT INITIALLY REVIEW THE SUBMITTAL.

1.4 QUALITY ASSURANCE SUBMITTALS

A. SUBMIT QUALITY-CONTROL SUBMITTALS, INCLUDING DESIGN DATA, CERTIFICATIONS, MANUFACTURER'S INSTRUCTIONS, MANUFACTURER'S FIELD REPORTS, AND OTHER QUALITY-CONTROL SUBMITTALS AS REQUIRED UNDER OTHER SECTIONS OF THE SPECIFICATIONS.

B. CERTIFICATIONS: WHERE OTHER SECTIONS OF THE SPECIFICATIONS REQUIRE CERTIFICATION THAT A PRODUCT, MATERIAL, OR INSTALLATION COMPLIES WITH SPECIFIED REQUIREMENTS, SUBMIT A NOTARIZED CERTIFICATION FROM THE MANUFACTURER CERTIFYING COMPLIANCE WITH SPECIFIED REQUIREMENTS.

1.5 ARCHITECT'S ACTION

A. EXCEPT FOR SUBMITTALS FOR THE RECORD OR INFORMATION, WHERE ACTION AND RETURN IS REQUIRED, THE ARCHITECT WILL REVIEW EACH SUBMITTAL, MARK TO INDICATE ACTION TAKEN, AND RETURN PROMPTLY.

1. COMPLIANCE WITH SPECIFIED CHARACTERISTICS IS THE CONTRACTOR'S RESPONSIBILITY.

B. ACTION STAMP: THE ARCHITECT WILL STAMP EACH SUBMITTAL WITH A UNIFORM, SELF-EXPLANATORY ACTION STAMP. THE ARCHITECT WILL MARK THE STAMP APPROPRIATELY TO INDICATE THE ACTION TAKEN, AS FOLLOWS:

1. FINAL UNRESTRICTED RELEASE: WHEN THE ARCHITECT MARKS A SUBMITTAL "APPROVED," THE WORK COVERED BY THE SUBMITTAL MAY PROCEED PROVIDED IT COMPLIES WITH REQUIREMENTS OF THE CONTRACT DOCUMENTS. FINAL PAYMENT DEPENDS ON THAT COMPLIANCE.

2. FINAL-BUT-RESTRICTED RELEASE: WHEN THE ARCHITECT MARKS A SUBMITTAL "APPROVED WITH CHANGES NOTED," THE WORK COVERED BY THE SUBMITTAL MAY PROCEED PROVIDED IT COMPLIES WITH NOTATIONS OR CORRECTIONS ON THE SUBMITTAL AND REQUIREMENTS OF THE CONTRACT DOCUMENTS. FINAL PAYMENT DEPENDS ON THAT COMPLIANCE.

3. RETURNED FOR RESUBMITTAL: WHEN THE ARCHITECT MARKS A SUBMITTAL "REVISE AND RESUBMIT," DO NOT PROCEED WITH WORK COVERED BY THE SUBMITTAL, INCLUDING PURCHASING, FABRICATION, DELIVERY, OR OTHER ACTIVITY. REVISE OR PREPARE A NEW SUBMITTAL ACCORDING TO THE NOTATIONS; RESUBMIT WITHOUT DELAY. REPEAT IF NECESSARY TO OBTAIN DIFFERENT ACTION MARK.

4. DO NOT USE, OR ALLOW OTHERS TO USE, SUBMITTALS MARKED "REVISE AND RESUBMIT", OR "REJECTED" AT THE PROJECT SITE OR ELSEWHERE WHERE WORK IS IN PROGRESS.

5. OTHER ACTION: WHERE A SUBMITTAL IS FOR INFORMATION OR RECORD PURPOSES OR SPECIAL PROCESSING OR OTHER ACTIVITY, THE ARCHITECT WILL RETURN THE SUBMITTAL MARKED "NO ACTION REQUIRED."

C. UNSOLICITED SUBMITTALS: THE ARCHITECT WILL NOT REVIEW UNSOLICITED SUBMITTALS.

1.6 SUBMITTALS:

A. SUBMITTALS: IN ADDITION TO PRODUCT DATA, SUBMIT SHOP DRAWINGS, INSTALLATION INSTRUCTIONS, COLOR SAMPLES, AND GENERAL RECOMMENDATIONS, AS APPLICABLE TO MATERIALS AND FINISHES FOR EACH COMPONENT AND FOR TOTAL PANEL ASSEMBLIES. THE LIST INCLUDES BUT NOT LIMITED TO THE FOLLOWING:

ARCHITECTURAL
1. DOOR AND HARDWARE SCHEDULE AND COMPONENTS.
~~2. CASEWORK SHOP DRAWINGS.~~
3. ALUMINUM STOREFRONT SYSTEM SHOP DRAWINGS WITH SAMPLE COLOR.
4. GLASS PRODUCT CERTIFICATES AND SAMPLE.
5. PAINT COLORS.
6. FINISH MATERIAL SAMPLES

MECHANICAL/ELECTRICAL
~~1. HVAC UNITS~~
~~2. EXHAUST FANS~~
~~3. GRILLES, REGISTERS AND DIFFUSERS~~
~~4. THERMOSTATS~~
5. PLUMBING FIXTURES
~~6. WATER HEATERS~~
7. PIPE FITTINGS & VALVES
~~8. PROCESS PIPING SPECIALTIES~~
~~9. BOILER STACK~~
~~10. DUCTWORK SHOP DRAWINGS~~
11. LUMINAIRES
12. SWITCHGEAR
13. LIGHTING CONTROL SYSTEM

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS - SECTION 015000

PART 1 – GENERAL

THE CONTRACTOR SHALL PROVIDE, AT HIS OWN COST, TIME AND EXPENSE; ALL TEMPORARY UTILITES, SUPPORT FACILITIES, AND SECURITY PROTECTION AS NEEDED TO CONSTRUCT THIS PROJECT.

1.1 SUMMARY

A. THIS SECTION INCLUDES REQUIREMENTS FOR CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS, INCLUDING TEMPORARY UTILITIES, SUPPORT FACILITIES, AND SECURITY AND PROTECTION.

B. TEMPORARY UTILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. WATER SERVICE AND DISTRIBUTION.
2. TEMPORARY ELECTRIC POWER AND LIGHT.
3. TEMPORARY HEAT.
4. VENTILATION.
5. TELEPHONE/I.T. SERVICE.
6. SANITARY FACILITIES, INCLUDING DRINKING WATER.
7. STORM AND SANITARY SEWER.

C. SUPPORT FACILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. FIELD OFFICES.
2. TEMPORARY PROJECT IDENTIFICATION SIGNS AND BULLETIN BOARDS.
3. WASTE DISPOSAL SERVICES.
4. CONSTRUCTION AIDS AND MISCELLANEOUS SERVICES AND FACILITIES.

D. SECURITY AND PROTECTION FACILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

1. TEMPORARY FIRE PROTECTION.
2. BARRICADES, WARNING SIGNS, AND LIGHTS.
3. ENCLOSURE FENCE FOR THE SITE.

E. STANDARDS: COMPLY WITH NFPA 241 "STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATIONS, AND DEMOLITION OPERATIONS," ANSI A10 SERIES STANDARDS FOR "SAFETY REQUIREMENTS FOR CONSTRUCTION AND DEMOLITION," AND NECA ELECTRICAL DESIGN LIBRARY "TEMPORARY ELECTRICAL FACILITIES."

1. REFER TO "GUIDELINES FOR BID CONDITIONS FOR TEMPORARY JOB UTILITIES AND SERVICES", PREPARED JOINTLY BY AGC AND ASC, FOR INDUSTRY RECOMMENDATIONS.

2. ELECTRICAL SERVICE: COMPLY WITH NEMA, NECA, AND UL STANDARDS AND REGULATIONS FOR TEMPORARY ELECTRIC SERVICE. INSTALL SERVICE IN COMPLIANCE WITH NFPA 70 "NATIONAL ELECTRIC CODE."

F. INSPECTIONS: ARRANGE FOR AUTHORITIES HAVING JURISDICTION TO INSPECT AND TEST EACH TEMPORARY UTILITY BEFORE USE. OBTAIN REQUIRED CERTIFICATIONS AND PERMITS.

G. CONDITIONS OF USE: KEEP TEMPORARY SERVICES AND FACILITIES CLEAN AND NEAT IN APPEARANCE. OPERATE IN A SAFE AND EFFICIENT MANNER. RELOCATE TEMPORARY SERVICES AND FACILITIES AS THE WORK PROGRESSES. DO NOT OVERLOAD FACILITIES OR PERMIT THEM TO INTERFERE WITH PROGRESS. TAKE NECESSARY FIRE-PREVENTION MEASURES. DO NOT ALLOW HAZARDOUS, DANGEROUS, OR UNSANITARY CONDITIONS, OR PUBLIC NUISANCES TO DEVELOP OR PERSIST ON-SITE.

1.2 PRODUCTS

A. ELECTRICAL OUTLETS: PROVIDE PROPERLY CONFIGURED, UL RATED, NEMA-POLARIZED OUTLETS TO PREVENT INSERTION OF 110- TO 120-VOLT PLUGS INTO HIGHER VOLTAGE OUTLETS. PROVIDE RECEPTACLE OUTLETS EQUIPPED WITH GROUND-FAULT CIRCUIT INTERRUPTERS, RESET BUTTON, AND PILOT LIGHT FOR CONNECTION OF POWER TOOLS AND EQUIPMENT.

B. ELECTRICAL POWER CORDS: PROVIDE UL RATED, GROUNDED EXTENSION CORDS. USE HARD- SERVICE CORDS WHERE EXPOSED TO ABRASION AND TRAFFIC. PROVIDE WATERPROOF CONNECTORS TO CONNECT SEPARATE LENGTHS OF ELECTRIC CORDS IF SINGLE LENGTHS WILL NOT REACH AREAS WHERE CONSTRUCTION ACTIVITIES ARE IN PROGRESS. DO NOT EXCEED SAFE LENGTH-VOLTAGE RATIO.

C. LAMPS AND LIGHT FIXTURES: PROVIDE UL RATED, GENERAL SERVICE, INCANDESCENT LAMPS OF WATTAGE REQUIRED FOR ADEQUATE ILLUMINATION. PROVIDE GUARD CAGES OR TEMPERED- GLASS ENCLOSURES WHERE EXPOSED TO BREAKAGE. PROVIDE EXTERIOR FIXTURES WHERE EXPOSED TO MOISTURE.

D. TEMPORARY TOILET UNITS: PROVIDE SELF-CONTAINED, SINGLE-OCCUPANT TOILET UNITS OF THE CHEMICAL, AERATED RECIRCULATION, OR COMBUSTION TYPE. PROVIDE UNITS PROPERLY VENTED AND FULLY ENCLOSED WITH A GLASS-FIBER-REINFORCED POLYESTER SHELL OR SIMILAR NONABSORBENT MATERIAL.

E. FIRE EXTINGUISHERS: PROVIDE HAND-CARRIED, PORTABLE, UL-RATED, CLASS A FIRE EXTINGUISHERS FOR TEMPORARY OFFICES AND SIMILAR SPACES. IN OTHER LOCATIONS, PROVIDE HAND-CARRIED, PORTABLE, UL-RATED, CLASS ABC, DRY-CHEMICAL EXTINGUISHERS OR A COMBINATION OF EXTINGUISHERS OF NFPA-RECOMMENDED CLASSES FOR THE EXPOSURES.

F. COMPLY WITH NFPA 10 AND NFPA 241 FOR CLASSIFICATION, EXTINGUISHING AGENT, AND SIZE REQUIRED BY LOCATION AND CLASS OF FIRE EXPOSURE.

G. FIRST AID SUPPLIES: COMPLY WITH GOVERNING REGULATIONS.

1.3 EXECUTION

A. INSTALLATION

1. USE QUALIFIED PERSONNEL FOR INSTALLATION OF TEMPORARY FACILITIES. LOCATE FACILITIES WHERE THEY WILL SERVE THE PROJECT ADEQUATELY AND RESULT IN MINIMUM INTERFERENCE WITH PERFORMANCE OF THE WORK. RELOCATE AND MODIFY FACILITIES AS REQUIRED.

2. PROVIDE EACH FACILITY READY FOR USE WHEN NEEDED TO AVOID DELAY. MAINTAIN AND MODIFY AS REQUIRED. DO NOT REMOVE UNTIL FACILITIES ARE NO LONGER NEEDED OR ARE REPLACED BY AUTHORIZED USE OF COMPLETED PERMANENT FACILITIES.

B. PROVIDE INCOMBUSTIBLE CONSTRUCTION FOR OFFICES, SHOPS, AND SHEDS LOCATED WITHIN THE CONSTRUCTION AREA OR WITHIN 30 FEET (9 M) OF BUILDING LINES. COMPLY WITH REQUIREMENTS OF NFPA 241.

C. FIELD OFFICES: PROVIDE INSULATED, WEATHERTIGHT TEMPORARY OFFICES OF SUFFICIENT SIZE TO ACCOMMODATE REQUIRED OFFICE PERSONNEL AT THE PROJECT SITE. KEEP THE OFFICE CLEAN AND ORDERLY FOR USE FOR SMALL PROGRESS MEETINGS. FURNISH AND EQUIP OFFICES AS FOLLOWS:

D. FURNISH WITH A DESK AND CHAIRS, A 4-DRAWER FILE CABINET, PLAN TABLE, PLAN RACK, AND A 6-SHELF BOOKCASE. PROVIDE INTERNET ACCESS AND ACCESS TO EMAIL TO JOB SITE FACILITY.

SUBSTITUTIONS - SECTION 016000

PART 1 – GENERAL

1.1 SUBMITTALS – SEE SECTION 013300 FOR SUBMITTAL INFORMATION

A. SUBSTITUTION REQUEST SUBMITTAL: THE ARCHITECT WILL CONSIDER REQUESTS FOR NON-NATIONAL ACCOUNT VENDOR SUBSTITUTIONS IF RECEIVED WITHIN 10 DAYS AFTER COMMENCEMENT OF THE WORK. REQUESTS RECEIVED MORE THAN 10 DAYS AFTER COMMENCEMENT OF THE WORK MAY BE CONSIDERED OR REJECTED AT THE DISCRETION OF THE ARCHITECT.

1. SUBMIT REQUESTS IN THE FORM AND ACCORDING TO PROCEDURES REQUIRED FOR SUBMITTALS.

2. IDENTIFY THE PRODUCT OR THE FABRICATION OR INSTALLATION METHOD TO BE REPLACED IN EACH REQUEST. INCLUDE RELATED SPECIFICATION SECTION AND DRAWING NUMBERS.

3. PROVIDE COMPLETE DOCUMENTATION SHOWING COMPLIANCE WITH THE REQUIREMENTS FOR SUBSTITUTIONS, AND THE FOLLOWING INFORMATION, AS APPROPRIATE:

4. ARCHITECT'S ACTION: IF NECESSARY, THE ARCHITECT WILL REQUEST ADDITIONAL INFORMATION OR DOCUMENTATION FOR EVALUATION WITHIN ONE WEEK OF RECEIPT OF A REQUEST FOR SUBSTITUTION. THE ARCHITECT WILL NOTIFY THE CONTRACTOR OF ACCEPTANCE OR REJECTION OF THE SUBSTITUTION WITHIN ONE WEEKS OF RECEIPT OF THE REQUEST, OR ONE WEEK OF RECEIPT OF ADDITIONAL INFORMATION OR DOCUMENTATION, WHICHEVER IS LATER. ACCEPTANCE WILL BE IN THE FORM OF A CHANGE ORDER.

A. G.C. IS EXPECTED TO USE THE PRODUCT SPECIFIED IF THE ARCHITECT IS UNABLE TO MAKE A DECISION ON THE USE OF A PROPOSED SUBSTITUTE WITHIN THE TIME ALLOCATED.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

A. CONDITIONS: THE ARCHITECT WILL RECEIVE AND CONSIDER THE CONTRACTOR'S REQUEST FOR SUBSTITUTION WHEN ONE OR MORE OF THE FOLLOWING CONDITIONS ARE SATISFIED, AS DETERMINED BY THE ARCHITECT. IF THE FOLLOWING CONDITIONS ARE NOT SATISFIED, THE ARCHITECT WILL RETURN THE REQUESTS WITHOUT ACTION EXCEPT TO RECORD NONCOMPLIANCE WITH THESE REQUIREMENTS.

1. EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS ARE NOT REQUIRED.

2. PROPOSED CHANGES ARE IN KEEPING WITH THE GENERAL INTENT OF THE CONTRACT DOCUMENTS.

3. THE REQUEST IS TIMELY, FULLY DOCUMENTED, AND PROPERLY SUBMITTED.

4. THE SPECIFIED PRODUCT OR METHOD OF CONSTRUCTION CANNOT BE PROVIDED WITHIN THE CONTRACT TIME. THE ARCHITECT WILL NOT CONSIDER THE REQUEST IF THE PRODUCT OR METHOD CANNOT BE PROVIDED AS A RESULT OF FAILURE TO PURSUE THE WORK PROMPTLY OR COORDINATE ACTIVITIES PROPERLY.

5. THE REQUESTED SUBSTITUTION OFFERS THE OWNER A SUBSTANTIAL ADVANTAGE, IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS, AFTER DEDUCTING ADDITIONAL RESPONSIBILITIES THE OWNER MUST ASSUME. THE OWNER'S ADDITIONAL RESPONSIBILITIES MAY INCLUDE COMPENSATION TO THE ARCHITECT FOR REDESIGN AND EVALUATION SERVICES, INCREASED COST OF OTHER CONSTRUCTION BY THE OWNER, AND SIMILAR CONSIDERATIONS.

6. THE SPECIFIED PRODUCT OR METHOD OF CONSTRUCTION CANNOT RECEIVE NECESSARY APPROVAL BY A GOVERNING AUTHORITY, AND THE REQUESTED SUBSTITUTION CAN BE APPROVED.

7. THE SPECIFIED PRODUCT OR METHOD OF CONSTRUCTION CANNOT BE PROVIDED IN A MANNER THAT IS COMPATIBLE WITH OTHER MATERIALS AND WHERE THE CONTRACTOR CERTIFIES THAT THE SUBSTITUTION WILL OVERCOME THE INCOMPATIBILITY.

8. THE SPECIFIED PRODUCT OR METHOD OF CONSTRUCTION CANNOT BE COORDINATED WITH OTHER MATERIALS AND WHERE THE CONTRACTOR CERTIFIES THAT THE PROPOSED SUBSTITUTION CAN BE COORDINATED.

9. THE SPECIFIED PRODUCT OR METHOD OF CONSTRUCTION CANNOT PROVIDE A WARRANTY REQUIRED BY THE CONTRACT DOCUMENTS AND WHERE THE CONTRACTOR CERTIFIES THAT THE PROPOSED SUBSTITUTION PROVIDES THE REQUIRED WARRANTY.

B. THE CONTRACTOR'S SUBMITTAL AND THE ARCHITECT'S ACCEPTANCE OF SHOP DRAWINGS, PRODUCT DATA, OR SAMPLES FOR CONSTRUCTION ACTIVITIES NOT COMPLYING WITH THE CONTRACT DOCUMENTS DO NOT CONSTITUTE AN ACCEPTABLE OR VALID REQUEST FOR SUBSTITUTION, NOR DO THEY CONSTITUTE APPROVAL.

CONTRACT CLOSE-OUT - SECTION 017000

1.1 SUBSTANTIAL COMPLETION

A. THE CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING CLOSE OUT MATERIALS TO TENANT SPECIFIED CLOSEOUT PACKAGE NATIONAL ACCOUNT VENDOR IN EITHER PAPER OR ELECTRONIC FORM FOR CONVERSION INTO THE FINAL CLOSE OUT ELECTRONIC MANUAL ON CD. THE CONTRACTOR IS RESPONSIBLE FOR THE FEE ASSOCIATED WITH THE FINAL CLOSE OUT MANUAL.

1. COPY OF THE BUILDING PERMIT
2. CERTIFICATES OF INSPECTIONS (IF APPLICABLE)
3. LIST OF ALL SUBCONTRACTORS; INCLUDING NAME, TRADE, CONTACT PERSON, AND PHONE #.
4. GENERAL AND SUB-CONTRACTOR WARRANTY FORM
5. EQUIPMENT OPERATION AND MAINTENANCE MANUALS AND EQUIPMENT WARRANTIES
6. AS-BUILT DRAWINGS – ORIGINALS OR ELECTRONIC FILE
7. COMPLETED PUNCH LIST SIGNED OFF BY TENANT'S REPRESENTATIVE
8. SKETCH SHOWING LOCATIONS OF SHUT-OFF VALVES FOR WATER, GAS, AND ELECTRIC.

FINAL CLEANING - SECTION 017100

A. SUMMARY

1. ENVIRONMENTAL REQUIREMENTS: CONDUCT CLEANING AND WASTE-DISPOSAL OPERATIONS IN COMPLIANCE WITH LOCAL LAWS AND ORDINANCES. COMPLY FULLY WITH FEDERAL AND LOCAL ENVIRONMENTAL AND ANTI POLLUTION REGULATIONS.

B. PRODUCTS

1. CLEANING AGENTS: USE CLEANING MATERIALS AND AGENTS RECOMMENDED BY THE MANUFACTURER OR FABRICATOR OF THE SURFACE TO BE CLEANED. DO NOT USE CLEANING AGENTS THAT ARE POTENTIALLY HAZARDOUS TO HEALTH OR PROPERTY OR THAT MIGHT DAMAGE FINISHED SURFACES.

C. EXECUTION – COMPLETE THE FOLLOWING CLEANING OPERATIONS BEFORE REQUESTING INSPECTION FOR FINAL COMPLETION FOR THE ENTIRE PROJECT.

1. CLEAN THE PROJECT SITE, YARD AND GROUNDS, IN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING LANDSCAPE DEVELOPMENT AREAS, OF RUBBISH, WASTE MATERIAL, LITTER, AND FOREIGN SUBSTANCES.

2. SWEEP PAVED AREAS BROOM CLEAN AND POWER WASH ALL DIRT AND MATERIALS WHICH CAN BE TRACKED INTO THE BUILDING. RAKE GROUNDS THAT ARE NEITHER PLANTED NOR PAVED TO A SMOOTH, EVEN-TEXTURED SURFACE.

3. REMOVE PETROCHEMICAL SPILLS, STAINS, AND OTHER FOREIGN DEPOSITS, INCLUDING EXCESS CONCRETE AND MORTAR DUMPINGS.

4. REMOVE TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY, AND SURPLUS MATERIAL FROM THE SITE.

5. DAMP CLEAN AND DRY EXPOSED EXTERIOR AND INTERIOR HARD-SURFACED FINISHES TO A DIRT-FREE CONDITION, FREE OF STAINS, FILMS, AND SIMILAR FOREIGN SUBSTANCES. AVOID DISTURBING NATURAL WEATHERING OF EXTERIOR SURFACES. RESTORE REFLECTIVE SURFACES TO THEIR ORIGINAL CONDITION.

6. REMOVE DEBRIS AND SURFACE FROM LIMITED ACCESS SPACES, INCLUDING ROOFS, PLENUMS, SHAFTS, TRENCHES, EQUIPMENT VAULTS, MANHOLES, ATTICS, AND SIMILAR SPACES.

7. NOT USED

8. CLEAN TRANSPARENT MATERIALS, INCLUDING MIRRORS AND GLASS IN DOORS AND WINDOWS. REMOVE GLAZING COMPOUNDS AND OTHER SUBSTANCES THAT ARE NOTICEABLE VISION-OBSCURING MATERIALS. REPLACE CHIPPED OR BROKEN GLASS AND OTHER DAMAGED TRANSPARENT MATERIALS. POLISH MIRRORS AND GLASS, TAKING CARE NOT TO SCRATCH SURFACES.

9. REMOVE LABELS THAT ARE NOT PERMANENT LABELS.

10. TOUCH UP AND OTHERWISE REPAIR AND RESTORE MARRED, EXPOSED FINISHES AND SURFACES. REPLACE FINISHES AND SURFACES THAT CANNOT BE SATISFACTORILY REPAIRED OR RESTORED OR THAT ALREADY SHOW EVIDENCE OF REPAIR OR RESTORATION.

A. DO NOT PAINT OVER "UL" AND SIMILAR LABELS, INCLUDING MECHANICAL AND ELECTRICAL NAMEPLATES.

11. CLEAN LIGHT FIXTURES, LAMPS, AND REFLECTORS TO FUNCTION WITH FULL EFFICIENCY. REPLACE BURNED-OUT BULBS IN FIXTURES.

12. LEAVE THE PROJECT CLEAN AND READY FOR OCCUPANCY.

E. REMOVAL OF PROTECTION: REMOVE TEMPORARY PROTECTION AND FACILITIES INSTALLED DURING CONSTRUCTION TO PROTECT PREVIOUSLY COMPLETED INSTALLATIONS DURING THE REMAINDER OF THE CONSTRUCTION PERIOD.

F. COMPLIANCES: COMPLY WITH GOVERNING REGULATIONS AND SAFETY STANDARDS FOR CLEANING OPERATIONS. REMOVE WASTE MATERIALS FROM THE SITE AND DISPOSE OF LAWFULLY.

ROUGH CARPENTRY - 061000

A. ROUGH CARPENTRY: PROVIDE WOOD GROUNDS, NAILERS & BLOCKING WHERE INDICATED AND/OR REQUIRED FOR PROPER INSTALLATION OF WORK. USE FASTENING METHODS WHICH WILL INSURE THE GREATEST STRENGTH FOR THE CONDITION INDICATED. WOOD SHALL BE AS FOLLOWS:
1. MOISTURE CONTENT: 19% MAXIMUM
2. GRADE: STANDARD GRADE LIGHT FRAMING SIZE LUMBER OF ANY SPECIES OR BOARD SIZE LUMBER AS REQUIRED. No. 3 COMMON OR STANDARD GRADE PER WCLIB OR WWPA RULES OR No. 3 BOARDS PER SPIB RULES.
3. PROVIDE FIRE RETARDANT TREATED WOOD WHERE REQUIRED BY LOCAL CODE REQUIREMENTS OR WHERE INDICATED. COMPLY WITH AWPA C20.
4. PRESERVATIVE-TREATED WOOD: WHERE INDICATED, AND FOR USE AS WOOD CANTS, NAILERS, CURBS, EQUIPMENT SUPPORT BASES, BLOCKING, STRIPPING, AND SIMILAR MEMBERS IN CONNECTION WITH ROOFING, OUTDOOR DECKING, FLASHING, VAPOR BARRIERS, AND CONCEALED MEMBERS IN CONTACT WITH MASONRY OR CONCRETE. COMPLY WITH AWPA C2, WITH 0.25 LBS./CUBIC FOOT MINIMUM RETENTION.
5. TOPS OF ALL FRAMING BOARDS SHALL BE BUTYL TAPE SEALED.

Trex® Wood–Plastic Composite Decking -067300

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes factory-finished wood-plastic composite (WPC) decking boards, fascia, associated fasteners, and accessories for exterior walking surfaces on wood or steel subframing.

B. Related Sections (coordinate as applicable):

1. 03 30 00 – Cast-in-Place Concrete (piers/footings).
2. 05 50 00 – Metal Fabrications (stringers, steel framing).
3. 06 10 00 – Rough Carpentry (PT lumber framing/ledger).
4. 09 91 23 – Exterior Painting (exposed wood framing, if any).

1.2 REFERENCES

A. Building Code: IBC/IRC as adopted by AHJ.
B. ICC/ES Evaluation Report for composite decking (Trex® ESR covering Transcend® and Select® boards).
C. Trex® Decking Installation Guide (current edition).
D. Trex® Fascia Installation Recommendations (current edition).
E. Trex® Hideaway® Universal Hidden Fasteners – installation instructions.

1.3 SUBMITTALS

A. Product Data: Manufacturer's data for decking, fascia, fasteners, and accessories; include profiles, dimensions, allowable spans/joist spacing, installation requirements, and maintenance.

B. Samples: 12 in (300 mm) long pieces of each deck board and fascia color/finish selected.

C. Shop Drawings (when required): Framing layout showing joist spacing; borders/picture frame blocking; stair treads and nosings; fastener patterns; expansion gaps; transitions at thresholds and drains; fascia venting/spacers.

D. Warranty: Manufacturer's standard limited warranty for decking/fascia; include commercial period if applicable.

E. Sustainability/Environmental Data (optional): Recycled content percentage; EPD/HPD if available.

1.4 QUALITY ASSURANCE

A. Single Source: Obtain decking, fascia, and proprietary fasteners from one manufacturer.

B. Installer Qualifications: Experienced deck installer with minimum two completed projects of similar scope; approved fastener practices for composite decking.

C. Mock Up: Install minimum 25 sq ft including a picture frame border and fascia; demonstrate gapping, fasteners, and color; approved mock up establishes standard of quality.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials in manufacturer's unopened packaging with labels intact.

B. Store flat on pallets/bunks; keep dry and clean; protect from construction traffic and damage. Do not remove factory wrap until time of installation. Acclimate per manufacturer recommendations.

1.6 WARRANTY

A. Provide manufacturer's limited warranty for decking/fascia. Residential projects: up to 25–50 years depending on product line; Commercial projects: typically 10 years. Color fade and stain coverage as specified by manufacturer.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: **Trex Company, Inc.** – Trex® composite decking and fascia.

B. Substitutions: Under provisions of Division 01; must demonstrate equal or greater code compliance, span/deflection performance, finish durability, warranty, and compatible fastener system.

2.2 DECK BOARDS

A. Solid-profile, high-performance, co-extruded composite boards with proprietary protective shell, suitable for exterior walking surfaces.

B. Acceptable Products:

1. **Select® 2×6** square-edge heavy-duty board (actual approx. 1.3 in × 5.5 in).

C. Color/Finish: Manufacturer's standard colors as selected by architect.

D. Performance Requirements:

1. Code Compliance: Composite decking shall comply with ICC/ES evaluation report for use under IBC/IRC.
2. Structural/Span: Install on **16 in O.C. joists** for 1 in boards; **24 in O.C.** permitted for **2×6** boards; **12 in O.C.** when deck boards are installed at angles (e.g., 45°). See manufacturer span/spacing chart for specific line selected.
3. Thermal Movement/Gapping: Provide end and side gaps per manufacturer temperature based tables at time of install; maintain required perimeter clearances from abutting construction.
4. Surface Characteristics: Factory applied cap stock designed to resist fading, staining, scratching per manufacturer's published criteria.
5. Recycled Content: Core manufactured with high recycled content (informational credit only).

2.3 FASCIA AND RISERS

A. Composite fascia boards: 1×8 and/or 1×12 nominal (actual approx. 0.56 in thickness), matching deck color.

B. Accessories: Pre-drill/countersink plug systems or manufacturer-approved fascia screws; ventilation/spacer strips as recommended to control oil canning and allow airflow behind fascia.

2.4 FASTENERS AND ACCESSORIES

A. Hidden Fasteners (grooved boards): **Trex® Hideaway® Universal** clips and stainless screws; color-matched as available.

B. Face-Screwed Boards (square-edge): Manufacturer-approved composite deck screws (stainless or coated) of length required to penetrate framing per ESR and installation guide.

C. Picture-Frame/Perimeter Blocking: Provide additional joists and/or solid blocking to support borders, miters, and butt joints as detailed.

D. Flashing/Underlayment: Butyl or comparable flashing tape at ledger and horizontal framing surfaces; metal flashing at ledger and wall interfaces.

E. Touch-Up/Repair: Manufacturer's approved products only.

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STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
REGISTERED ARCHITECT

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CIVIL ENGINEER
INTERIOR DESIGNER

PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME: ARCHITECTURAL SPECIFICATIONS

SHEET NUMBER: A4.1

PROJECT MANUAL AND SPECIFICATIONS

* THE TERMS GENERAL CONTRACTOR, G.C. AND CONTRACTOR SHALL BE INTERCHANGEABLE.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify substrates, framing, and elevations are true, properly sloped for drainage where applicable, and securely fastened. Do not begin until unsatisfactory conditions are corrected.

3.2 PREPARATION

A. Coordinate with waterproofing and flashing at ledgers, thresholds, posts, and penetrations.

B. Provide shims/spacers at fascia per manufacturer to allow ventilation and accommodate expansion/contraction.

3.3 INSTALLATION

A. Install decking strictly in accordance with the **current Trex® Decking Installation Guide** and accessories' instructions; use only manufacturer-approved fasteners.

B. Joist Spacing and Orientation:

1. Set joists at 90° to board direction unless otherwise shown; when boards run diagonally, reduce spacing to **12 in O.C.**
2. For 2×6 boards, spacing up to **16 in O.C.** may be used where permitted by manufacturer and code.

C. Gapping/Movement:

1. Provide side and end gaps based on ambient temperature at installation; maintain required clearances to walls, posts, and fixed obstructions.
2. Stagger butt joints and provide additional blocking (nailer) under all end joints; do not "butt-tight."

D. Borders and Stairs:

1. Use **square-edge** boards at picture□frame borders and stair treads. Install continuous blocking at all borders and miters.
2. Fasten stair treads to **every stringer** per guide; maximum tread overhang 3/4 in unless otherwise approved by manufacturer.

E. Fascia Installation:

1. Install per manufacturer's fascia guide, including **spacer/vent strips** and fastener patterns to mitigate oil-canning. Provide required gaps at ends and abutments.

F. Field Quality Control:

1. Replace boards with defects, damage, or improper finish.
2. Remove metal filings/swarf immediately to avoid staining.

3.4 CLEANING AND PROTECTION

A. Clean completed work; remove debris and construction residues per manufacturer's care and cleaning guidance.

B. Protect finished decking from subsequent construction activities until Substantial Completion.

JOINT SEALERS - 079200

A. JOINT SEALERS: PROVIDE JOINT SEALERS IN THE FOLLOWING LOCATIONS:
1. PERIMETER OF DOOR FRAMES
2. PERIMETER OF PENETRATIONS IN THE BUILDING WALL.
3. ABUTMENT OF DISSIMILAR MATERIALS
4. ACOUSTICAL SEALANT AT BASE OF GYPSUM BOARD WALLS WITH SOUND ATTENUATION INSULATION.

B. PROVIDE JOINT SEALERS, JOINT FILLERS AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES.
1. PROVIDE SEALANTS AS MANUFACTURED BY TREMCO OR ARCHITECT APPROVED EQUAL. COMPLY WITH ASTM C-920.
   a) SEALANT: TWO COMPONENT URETHANE – "TREMCO DYMERIC 511."
   b) ACOUSTICAL SEALANT: ACRYLIC LATEX, TREMCO #834.

C. JOINT SEALANT BACKING
1. PLASTIC FOAM FILLERS: CLOSED-CELL POLYETHYLENE FOAM
2. BOND BREAKER: PROVIDE POLYETHYLENE TAPE OR OTHER PLASTIC TAPE AS RECOMMENDED BY SEALANT MANUFACTURER FOR PREVENTING SEALANT FROM ADHERING TO RIGID, INFLEXIBLE JOINT FILLER MATERIALS OR JOINT SURFACES. PROVIDE SELF-ADHESIVE TAPE WHERE APPLICABLE.

D. PRIMER: PROVIDE TYPE RECOMMENDED BY JOINT SEALER MANUFACTURER WHERE REQUIRED FOR ADHESION OF SEALANT TO JOINT SUBSTRATES INDICATED. JOINT SUBSTRATES INDICATED.

E. PROVIDE SEALANT BACKINGS OF MATERIALS AND TYPE WHICH ARE NON-STAINING AND ARE RECOMMENDED BY THE SEALANT MANUFACTURER.

F. COLOR: SEALANT COLOR SHALL MATCH COLOR OF ADJACENT WALL SURFACE.

PAINT - 099100

A. PROVIDE THE FOLLOWING PAINT SYSTEMS AND SURFACE PREP SPECIFICATIONS AS SPECIFIED BY BENJAMIN MOORE OR ARCHITECT APPROVED EQUAL:
1. CONCRETE PANELS (INTERIOR) – IF APPLICABLE
   A. SURFACE PREPARATION: MANUFACTURER'S STANDARD
   B. PRIMER: MASONRY PRIMER, 1 COAT, 3 MILS DFT.
   C. PAINT: AURA INTERIOR LATEX SATIN, 2 COATS, 1.3 MILS DFT.
2. INTERIOR FERROUS METALS:
   A. ALL FERROUS METAL ITEMS SHALL BE SHOP PRIMED. COORDINATE PRIMER WITH PAINT COATING SYSTEM.
   B. PAINT: AURA INTERIOR LATEX SATIN, 2 COATS, 1.3 MILS DFT.
3. INTERIOR GALVANIZED FERROUS METALS
   A. SURFACE PREPARATION: MANUFACTURER'S STANDARD
   B. PRIMER: GALVITE HS PRIMER – 1 COAT, 3 MILS DFT.
   C. PAINT: AURA INTERIOR LATEX SATIN, 2 COATS, 1.3 MILS DFT.
4. GYPSUM DRYWALL PARTITIONS, SOFFITS, AND CEILINGS
   A. SURFACE PREPARATION GYPSUM BOARD: MANUFACTURER'S STANDARD
   B. PRIMER: BM-K380-00 CLASSIC LATEX PRIMER, 1 COAT, 1.6 MILS DFT.
   C. PAINT: AURA LATEX SATIN OR HIGH REFLECTIVE, 2 COATS, 1.3 MILS DFT.
5. EXTERIOR FERROUS METAL
   A. SURFACE PREPARATION: MANUFACTURER'S STANDARD
   B. PRIMER: ALL FERROUS METAL ITEMS SHALL BE SHOP PRIMED. COORDINATE PRIMER WITH PAINT COATING SYSTEM.
   C. PAINT: BM EXTERIOR ACRYLIC LATEX GLOSS, 2 COATS, 1.3 MILS DFT.
6. EXTERIOR GALVANIZED METAL:
   A. SURFACE PREPARATION: MANUFACTURER'S STANDARD
   B. PRIMER: DTM ACRYLIC PRIMER/FINISH, 1 COAT, 2.5 MILS DFT.
   C. PAINT: BM EXTERIOR ACRYLIC LATEX GLOSS, 2 COATS, 1.3 MILS DFT.
7. FLOOR SEALER/HARDENER
   A. SEALER/HARDENER: MANUFACTURER'S STANDARD
   B. ALLOW NEW CONCRETE TO CURE FOR AT LEAST THREE DAYS PRIOR TO APPLICATION.
   C. SURFACE PREPARATION: CLEAN SURFACE AS RECOMMENDED BY MANUFACTURER. REMOVE ALL RESIDUE, OIL, SEALERS, CONTAMINANTS, AND CEMENT LAITANCE.
   D. APPLY AT THE RATE OF 150 TO 200 S.F. PER GALLON.
   E. FOLLOW MANUFACTURER'S DIRECTIONS FOR APPLICATION AND FLUSHING.
9. MASONRY SEALER/STAIN
   A. SEALER/STAIN: MANUFACTURER'S STANDARD
   B. SURFACE PREPARATION & APPLICATION: PER MANUFACTURER RECOMMENDATIONS, AND WRITTEN INSTRUCTIONS.
   C. PROVIDE SEALER ON ALL EXTERIOR MASONRY SURFACES.

LANDSCAPE GRAVEL AND SUBSTRATES - 321540

PART 1 – GENERAL

1.1 SUMMARY

A. Provide labor, materials, and equipment for **landscape gravel surfacing** and supporting **substrates** including subgrade prep, separation geotextiles, aggregate base courses, edging/containment, and surface courses (pea gravel, crushed stone, DG – natural or stabilized).

B. Related Sections: 31 20 00 Earth Moving; 31 25 00 Erosion Control; 32 11 23 Aggregate Base Courses; 32 13 13 Concrete Paving; 32 93 00 Planting.

1.2 REFERENCES

A. **ASTM D448** – Standard Sizes of Coarse Aggregate.
B. **ASTM C136/C136M** – Sieve Analysis of Fine and Coarse Aggregates.
C. **ASTM D698 / D1557** – Laboratory Compaction (Standard/Modified Proctor).
D. **ASTM D6938** – In-Place Density by Nuclear Methods.
E. **ASTM D4318** – Liquid Limit, Plastic Limit, and Plasticity Index.
F. **AASHTO M 147** – Materials for Aggregate and Soil/Aggregate Base and Surface Courses.
G. **AASHTO M 288** – Geotextile Specification for Highway Applications (Separation/Filtration).
H. **ASCE 7** – Wind, rainfall, and drainage criteria (coordination only).

1.3 SUBMITTALS

A. Product Data: Source and type of aggregates; stabilizer/binder technical data (if used); geotextile data (weight, permiability, grab strength, UV).
B. Sieve Analyses: Current **gradation reports** for each aggregate type from the supplying quarry (dated ≤30 days before submittal).
C. Samples: 2 lb of each surface aggregate color/size; 1 sf of geotextile.
D. Mandatory Mock-Up: Minimum 25 sf of each assembly, including edging; demonstrate finish, drainage, and compaction.
E. QA Reports: Density/moisture test results for base and stabilized DG (if specified).

1.4 QUALITY ASSURANCE

A. Installer Qualifications: Minimum 2 projects of similar scope in last 3 years.
B. Single Source: Furnish each aggregate type from one quarry to ensure color/gradation uniformity.
C. Testing: Contractor to retain an independent testing agency when field density testing is required by the drawings or this Section.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver clean, uncontaminated aggregates; protect from segregation and excess moisture.
B. Store geotextiles dry and protected from sunlight until installation.

1.6 WARRANTY

A. One-year warranty against raveling beyond normal wear, ponding due to improper slopes, and displacement due to inadequate confinement, excluding damage by others or unusual storm events.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS – AGGREGATES

A. Sound, durable natural stone materials, free of clay lumps, organic matter, and deleterious substances.
B. **Angular crushed** aggregates for base and DG; **rounded** pea gravel permitted only where noted.
C. LA Abrasion (if specified): ≤40%.
D. Fines Quality: Plasticity Index (PI) of fines **≤6** (DG surface mixes may require PI 3–6 for binding).
E. Moisture: Deliver near optimum for placement and compaction.

2.2 SEPARATION GEOTEXTILE (WEED BARRIER)

A. Nonwoven, needle-punched geotextile meeting **AASHTO M 288, Class 2** (Separation):

1. Mass: **≥4.0 oz/sy**.
2. Grab Tensile: **≥90 lb**.
3. Permiability: **≥1.0 s□**.
4. UV Resistance: **≥70%** retained at 500 hr.
   B. Woven geotextiles may be used where higher strength is required; do **not** use vapor□impermeable plastics.

2.3 AGGREGATE BASE COURSE (SUBBASE)

A. **3/4" minus** crushed aggregate base conforming to **AASHTO M 147** or local DOT base course standard; well-graded with fines to aid compaction to a minimum depth of 6".
B. Gradation (example): 100% passing 3/4"; 55–85% passing No. 4; 25–45% passing No. 40; **3–8% passing No. 200**.
C. Use recycled concrete aggregate (RCA) only when approved and meeting gradation/contamination limits.

2.4 SURFACE AGGREGATES (AS APPROVED BY SUBMISSION)

A. **Crushed Rock Mulch:** Angular **3/8" minus** or **1/2" minus**; well-graded; color as scheduled. Depth: **2–3"**.
B. **Decomposed Granite (DG) – Natural:** **3/8" minus** well-graded with fines; PI 3–6 preferred; Depth **2" compacted** (≈2-1/2" loose).
D. **DG – Stabilized (ADA-Friendly Pathways/Plazas):** DG as above with **polymeric or organic binder** per manufacturer; binder content **5–10% by weight** of dry aggregate (adjust per submittal).
E. **Drainage Rock (French Drains/Swales):** Washed **ASTM D448 Size No. 57** (≈1" nominal); no fines.

2.5 EDGING / CONTAINMENT

A. **Steel Edging:** 1/8" × 4" (min) mild steel with 10" steel stakes at **24–36" O.C.**; factory black enamel or weathering steel.
B. **Concrete Mow Strip/Border:** 4" (min) thick, 12" wide (typ.), tooled joints at **4' O.C.**

2.6 WATER AND ACCESSORIES

A. Potable water for moisture conditioning and curing stabilized mixes.
B. Binder/Sealer (if specified): Provide manufacturer's full system, including topical sealer for stabilized DG when required.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subgrades are at proper elevation, uniformly sloped to drain **≥1.5%** (accessible routes **1–2%** cross-slope max per code).
B. Proof-roll to identify soft or pumping areas; undercut and replace unsuitable soils.

3.2 PREPARATION

A. **Subgrade Compaction:**

1. Landscape areas: **90%** of **ASTM D698** (Std Proctor).
2. Walks/Plazas/Drives: **95%** of **ASTM D1557** (Modified).
   B. Moisture condition to within **±2%** of optimum prior to placing base.
   C. Install sleeves/edge restraints prior to surfacing.

3.3 GEOTEXTILE INSTALLATION

A. Place geotextile over prepared subgrade; **overlap 12"** (min) and extend up edges behind edging.
B. Secure with landscape staples at **24–36" O.C.** to prevent displacement.

3.4 BASE COURSE INSTALLATION

A. Place base in **≤3" compacted lifts**; compact each lift to **95% of ASTM D1557**.
B. Finish surface true to line/grade; tolerance **±1/4" in 10'**; maintain uniform slope to drains.
C. Lightly water between compaction passes to achieve density without pumping.

3.5 SURFACE COURSE INSTALLATION

A. **Natural DG:** Place **≈2-1/2" loose**; moisture condition to near optimum; compact with **vibratory plate (smooth pad)** to **2" compacted**; fog lightly to lock surface.
B. **Stabilized DG:** Mix binder and DG per manufacturer (mechanical pugmill or on-grade "dry blend" as permitted); moisture to specified range; place in two lifts if total >2"; compact to manufacturer density; screed smooth.
C. **Curing (Stabilized DG):** Protect from traffic and precipitation until set; apply topical sealer if specified.

3.6 FIELD QUALITY CONTROL

A. Perform **in-place density tests** for base and stabilized DG at **1 per 2,000 sf** (min one per area).
B. Verify final slopes with a 10' straightedge and digital level.

3.7 CLEANING AND PROTECTION

A. Remove surplus material and clean adjacent pavements.
B. Protect completed surfaces from traffic until acceptance.

3.8 MAINTENANCE

A. Re-rake displaced gravel after first 60 Days; top-up thin areas.
B. For stabilized DG, re-seal or spot repair per manufacturer if raveling exceeds 1/4" depth.

ADDENDUM A – ADA-Accessible Routes

A1. Performance Criteria (Accessibility)

A. Surfaces on designated Accessible Routes shall be firm, stable, and slip□resistant per 2010 ADA Standards and U.S. Access Board guidance.
B. Slope limits: Running slope <= 5.0% (1:20) to remain a walking surface; if greater, treat as Ramp per ADA (coordinate handrails/landings in paving section). Cross-slope <= 2.0%.
C. Surface continuity: Joints and transitions <= 1/4 in without bevel; 1/4–1/2 in beveled at 1:2 max. Avoid abrupt lips at edges and utility covers.

A2. Assembly (Basis of Design – Stabilized DG)

A. Surface Course: Stabilized Decomposed Granite (DG), 3/8" minus well-graded with fines; binder (organic or polymer) 5–10% by weight of dry aggregate (per manufacturer + submittal). Color as scheduled.
B. Thickness: 2.0 in compacted (≈2-1/2 in loose). Place in two lifts if needed to achieve density and finish.
C. Base Course: 4.0 in compacted 3/4" minus crushed aggregate base (95% Mod. Proctor). Increase to 6.0 in minimum over weak subgrades or where freeze-thaw/heavy use is expected.
D. Geotextile: Nonwoven separation fabric, Class 2, full-coverage with 12" laps; extend behind edging.
E. Edging/Containment: 1/8"×4" steel edging or concrete band; flush with adjacent pavements; maintain 0–1/8" differential at transitions.

A3. Not Used

A4. Installation – ADA Focus

A. Moisture-condition DG/binder mix to manufacturer range; mechanically blend (pugmill or on-grade rotary mixing) for uniformity.
B. Screed to grade; compact with smooth-pad vibratory plate/roller to achieve dense, closed surface free of ruts and roller marks.
C. Curing/Protection: Protect from traffic and precipitation for the full initial cure period; install barricades and signage.

SITE CAST-IN-PLACE CONCRETE - 321213

PART 1 – GENERAL

1.1 SUMMARY

A. Furnish and install exterior **site concrete paving**, including subgrade prep, aggregate base, formwork, reinforcement, concrete materials, joints, curing, sealing, and incidental items.

B. Related Sections: 31 20 00 Earth Moving; 32 11 23 Aggregate Base; 32 13 73 Joint Sealants; 32 16 13 Curb and Gutter; 32 17 26 Tactile Warning Surface; 32 31 00 Fences (post sleeves); 32 93 00 Planting.

1.2 REFERENCES

A. ACI 117 (Tolerances), ACI 301 (Specifications for Structural Concrete), ACI 302.1 (Slabs on Ground), ACI 305 (Hot Weather), ACI 306 (Cold Weather), ACI 318 (Reinforced Concrete), ACI 330 (Parking Lots), ACI 360 (Slabs on Ground), ACI 308 (Curing).
B. ASTM C31 (Field Cylinders), C33 (Aggregates), C94 (Ready□Mixed Concrete), C143 (Slump), C150/C595 (Cement), C172 (Sampling), C173/C231 (Air Content), C260 (AEA), C494 (Admixtures), C618 (Fly Ash), C1017 (HRWR), C309 (Curing), D1751 (Premolded Expansion Filler), D994/D6690 (Hot□Poured Sealants), C920 (Cold□Applied Sealants), A1064 (WWR), A615/A706 (Rebar).

1.3 SUBMITTALS

A. **Mix Designs:** For each class of concrete, stamped by producer's QC: f'c, w/cm, air content, slump, cementitious content, admixtures, aggregate gradations.
B. **Jointing Plan:** Show contraction/isolation joints, spacing, dowels/tie bars, and construction joints; include ADA ramp joints.
C. **Curing/Sealer Data:** Product sheets and application rates.
D. **Materials Certificates:** Aggregates, reinforcement, vapor retarder (if used), dowel baskets.
E. **Test Reports:** Trial batches (if required).
F. **Closeout:** Maintenance instructions; warranty.

1.4 QUALITY ASSURANCE

A. **Pre-Placement Conference:** Review subgrade, weather plan, placements, finishing, joints, curing, testing, protection.
B. **Testing Agency:** Independent lab for sampling and tests.
C. **Tolerances:** As per ACI 117 unless noted.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Ready-mixed concrete per ASTM C94; deliver with batch tickets; discharge within code□allowed time.
B. Protect steel and embedded items from contamination and corrosion.

1.6 WARRANTY

A. One-year warranty against spalling, scaling, popouts, and excessive random cracking not associated with subgrade movement or overloading.

PART 2 – PRODUCTS

2.1 CONCRETE MIXES

A. **General:** Normal-weight concrete with **entrained air** where freeze–thaw or de-icing salts are expected. Use potable water and non□chloride admixtures.

B. **Exposure Classes and Properties
Use: Sidewalks/Plazas – 3500psi
Accessible Ramps/Curbs/Structural Supports – 4000psi

C. **Cementitious:** ASTM C150 Type I/II or C595 blended; supplementary cementitious materials optional (fly ash Class F/C, slag) total replacement **<= 30%** unless otherwise qualified.

D. **Aggregates:** ASTM C33, nominal max size **3/4"** (No. 57/67); adjust for section thickness.

E. **Admixtures:** ASTM C494 water□reducing, mid/high□range (HRWR), retarder; air□entraining per ASTM C260. **No calcium chloride.**

2.2 SUBBASE AND ACCESSORIES

A. **Aggregate Base:** 3/4" minus crushed base; compacted thickness per Schedule (Part 3); use nonwoven **geotextile separator** over weak subgrades as shown.
B. **Reinforcement (as scheduled):**

1. WWR **6×6 – W2.9/W2.9** (typical pedestrian); support on chairs.
2. Rebar **#4 @ 18" O.C. each way** (vehicular or where noted).
   C. **Dowels/Ties:** Smooth round steel **1/2" × 12" @ 12" O.C.** in transverse contraction joints
2. Pavement joints: Self□leveling silicone (ASTM D5893) or hot□poured (ASTM D6690).
3. Sidewalk/plaza: ASTM C920, **SL** or **NS** grade per detail.
   F. **Curing:** Water cure per ACI 308 or **ASTM C309** water□based curing compound, 300 sf/gal (min), compatible with future sealers.
   G. **Sealer (optional):** Silane/siloxane breathable sealer for de□icing exposure.

2.3 FORMS, JOINT HARDWARE, AND ACCESSORIES

A. Forms: Steel or wood, true to line and grade.
B. Dowel baskets or chairs; plastic caps; keyways where detailed.
C. Reinforcement supports: Plastic or galvanized chairs; continuous high□chairs at WWR laps.

PART 3 – EXECUTION

3.1 EXAMINATION & PREPARATION

A. Verify subgrade is uniform, **proof-rolled**, free of pumping/soft spots; moisture-condition and compact to:

1. **Sidewalks/Plazas:** **95%** of **ASTM D698** (Std Proctor).
   B. Establish grades to drain: **min 1.5%** slope; **ADA cross-slope <= 2.0%** on accessible routes.
   C. Install sleeves, conduits, boxes prior to placement.

3.2 BASE COURSE

A. Place aggregate base in **<= 4" compacted lifts** to thickness in Schedule; compact to **95% Mod. Proctor**.
B. Place geotextile where indicated; extend to back of curbs/edges.

3.3 FORMING & REINFORCEMENT

A. Set forms to true line/grade; apply form release.
B. Place reinforcement mid□depth (\~ **1/3 slab depth from top** for WWR unless noted); support on chairs – **do not drag**.
C. Provide dowels/ties at joints per Jointing Plan.

3.4 PLACING, FINISHING, JOINTING

A. **Weather Controls:** Follow ACI 305/306. Cool subgrade, sun□shade, fog□spray, or wind breaks as required.
B. Deposit concrete near final position; consolidate to eliminate voids; **do not overwork** surface.
C. Screed and bull-float; **no steel trowel** for exterior paving.
D. Finish: Medium **broom finish** perpendicular to path of travel; edges tooled 1/4" radius unless noted.
E. **Contraction Joints:** Saw-cut **1/4 slab depth**. Use early-entry saw **2–6 hr** after set (or conventional saw within 6–12 hr

BRICK UNIT PAVING - 321416

PART 1 – GENERAL

1.1 SUMMARY

A. Provide labor, materials, and equipment for **clay brick unit paving**, including subgrade prep, geotextile, aggregate base, bedding/joint sand, edge restraints, brick pavers, and (where indicated) mortar/thin□set over concrete slab.

B. Related Sections: 31 20 00 Earth Moving; 32 11 23 Aggregate Base Courses; 32 13 13 Site Cast□in□Place Concrete (rigid base); 32 16 13 Curb and Gutter; 32 17 26 Detectable Warning Surfacing; 32 31 00 Fences (coordination at posts).

1.2 REFERENCES

A. **ASTM C902** – Pedestrian and Light Traffic Clay Paving Brick (use where traffic is pedestrian or low□speed light vehicles).
B. **ASTM C1272** – Heavy Vehicular Paving Brick (use where regular vehicular loading occurs).
C. **ASTM C67** – Sampling and Testing Brick and Structural Clay Tile.
D. **ASTM C33** – Concrete Aggregates (bedding sand).
E. **ASTM C144** – Masonry Mortar Sand (joint sand, if specified).
F. **AASHTO M 147** – Materials for Aggregate and Soil-Aggregate Base and Surface Courses.
G. **AASHTO M 288** – Geotextile Specification for Highway Applications (Separation).
H. **ANSI A118.4/A118.15** – Latex-modified thin□set mortar (if using thin□set over slab).
I. **ADA/ABA Standards (2010)** – Accessible Routes surface and slope criteria.
J. **BIA Technical Notes 14 Series** – Brick paving design and construction (informational).

1.3 SUBMITTALS

A. Product Data: Brick paver units, dimensions, strength class, freeze-thaw class; bedding and joint sand; edge restraints; geotextile; sealers (if used).
B. Sieve Analyses: Current gradation reports for bedding and joint sands.
C. Samples: (3) brick units from each color/range; one quart of bedding/joint sand.
D. Shop Drawings: Layout pattern, bond lines, coursing, joint widths, slopes, grade transitions, and edge details; indicate vehicular areas and herringbone orientation.
E. Mock□Up: Minimum 25 sf including a border/edge and one drain/utility transition; demonstrate compaction and joint fill.
F. Warranty: Installer's workmanship warranty; manufacturer's color fastness (where offered).

1.4 QUALITY ASSURANCE

A. Installer Qualifications: 2 similar projects in last 3 years.
B. Source Quality: Supply all brick pavers of each type from a single manufacturer and plant for uniformity.
C. Pre-Installation Conference: Review subgrade, base type/thickness, drainage, patterns, compaction, ADA slopes, and protection.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver pavers on pallets with type/color labeled; protect from breakage and contamination.
B. Keep sands dry and clean; prevent segregation.

1.6 WARRANTY

A. One-year warranty against raveling, settlement due to improper base, excessive lippage, and loose joints beyond normal wear.

PART 2 – PRODUCTS

2.1 BRICK PAVERS

A. **Clay Pavers** complying with **ASTM C902** (pedestrian/light traffic) with weathering class **SX** in freeze–thaw climates; use **ASTM C1272** for heavy vehicular.
B. **Sizes/Thicknesses must conform to Owner's selection for engraved brick pavers intended to replace paver units as donations are acquired.
C. **Finish/Color:** Manufacturer's standard through-body colors; chamfered or square edges must match Owner's selection for engraved brick pavers.
D. **Performance:** Compressive strength, absorption, and freeze-thaw durability per governing ASTM for class specified.

2.2 SAND AND AGGREGATES

A. **Bedding Sand:** Clean, hard, natural sand meeting **ASTM C33** for fine aggregate; well-graded; free of silt/clay and organics.
B. **Joint Sand:** Dry, washed sand meeting **ASTM C144** (fine masonry sand) or **polymeric joint sand** per manufacturer where weed/insect resistance is desired (not for high-slope/heavy runoff unless approved).

2.3 GEOTEXTILE

A. Nonwoven separation geotextile meeting **AASHTO M 288, Class 2**; mass **≥4 oz/sy**, permeability **≥1.0 s□**, UV **≥70%** retained at 500 hr.

2.4 EDGE RESTRAINTS

A. **Concrete Curb/Mow Band:** 4" thick × 12" wide (typ.) cast-in-place; dowel into adjacent slabs as required.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subgrade is firm, uniformly graded, and compacted; correct soft spots.
B. Confirm slopes to drain: **1.5% min** typical; **ADA cross-slope ≤2.0%** on accessible routes.

3.2 SUBGRADE AND BASE

A. Place separation geotextile over prepared subgrade unless soils are non-pumping granular.
B. Install **aggregate base** in **≤3" compacted lifts**; compact to **95% of ASTM D1557** (Modified Proctor).
C. Finish base true to line/grade, tolerance **±1/4" in 10'**.

3.3 BEDDING AND LAYING (SAND-SET)

A. Screed **1" (25 mm) loose bedding sand** over compacted base; do not pre-compact.
B. Lay pavers in specified pattern (herringbone recommended for vehicular); maintain uniform **joint width 1/16"–3/16"**.
C. Cut units with a **wet saw** for clean edges at borders and penetrations.
D. Initial compaction: Vibrate surface with **plate compactor fitted with neoprene pad**, seating pavers into bedding.

3.4 JOINT FILL AND FINAL COMPACTION

A. Sweep **dry joint sand** (or polymeric sand per manufacturer) to fill joints; compact; repeat until joints are full and locked.
B. Remove excess sand; protect from rainfall until polymeric sand cures (if used).

3.6 TOLERANCES AND ADA

A. **Lippage:** ≤ **1/8** between adjacent units.
B. **Surface Flatness:** ≤ **3/8" in 10'** (pedestrian); tighter where directed.
C. **Openings:** Joints/openings on accessible routes **≤ 1/2"**; elongated openings oriented **perpendicular** to direction of travel.

3.7 FIELD QUALITY CONTROL

A. Verify base density; recompact areas that do not meet requirements.
B. Flood test (if directed) for positive drainage; correct ponding.
C. Replace cracked or damaged pavers; re□seat rocking units.

3.8 CLEANING AND PROTECTION

A. Clean with manufacturer-approved detergent and water; avoid acid cleaners unless specifically approved.
B. Protect finished paving from vehicular traffic until acceptance or design strength achieved (mortar□set).

SYNTHETIC GRASS (ARTIFICIAL TURF) - 321813

PART 1 – GENERAL

1.1 SUMMARY

A. Provide labor, materials, and equipment for **synthetic grass surfacing**, including subgrade preparation, geotextile, aggregate base, edging/containment, turf carpet, infill, seaming/adhesives, and accessories.

B. Related Sections: 31 20 00 Earth Moving; 32 11 23 Aggregate Base Courses; 32 13 13 Site Cast-in-Place Concrete; 32 15 40 Landscape Gravel (adjacent work); 32 18 23 Playground Protective Surfacing (if applicable); 07 **Roofing/Waterproofing** (for rooftop assemblies).

1.2 REFERENCES (as applicable)

A. **ASTM D2859** – Surface Flammability (Methenamine Pill).
B. **ASTM F1951** – Accessibility of Surface Systems (Wheelchair Work Measurement).
C. **ASTM F1292** – Impact Attenuation of Surfacing Materials (play areas).
D. **ASTM D448** – Standard Sizes of Coarse Aggregate (base materials).
E. **AASHTO M 147** – Materials for Aggregate Base and Surface Courses.
F. **AASHTO M 288** – Geotextile Specification for Highway Applications (Separation).
G. **ASTM D1335/D5848** – Tuft Bind (as available from manufacturer).
H. **ASTM D1557/D698** – Laboratory Compaction (Modified/Standard Proctor).
I. **ASTM D4491** – Geotextile Water Permeability.
J. **ASTM C1701** – Infiltration Rate of Pervious Surfaces (field check, optional).

1.3 SUBMITTALS

A. Product Data: Turf system (fiber type, pile height, face weight, stitch/gauge, backing/coating, perforations), infill type and rate, seam tape/adhesive, nails/staples, edging, and accessories.
B. **Samples:** 12 × 12 in turf piece (showing face and thatch); 1 qt of each infill; seam tape/adhesive cut sheet.
C. **Shop Drawings:** Plan showing slopes/drainage, panel layout/orientation, seam locations, edging, penetrations, and transitions.
D. Test Certificates: Flammability (ASTM D2859), Tuft Bind, Permeability, and if applicable **F1292**/**F1951** with IPEMA or third□party certification.
E. Warranty: Manufacturer's and installer's warranties.

1.4 QUALITY ASSURANCE

A. Manufacturer: Minimum 5 years producing synthetic turf of similar type.
B. Installer: Minimum 2 completed projects of similar size/complexity; factory□trained for specified products.
C. Mandatory Mock-Up: 25 sf minimum including one seam, edging, and infill; approved mock□up establishes quality standard.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver rolls in manufacturer packaging with labels; protect from UV and moisture.
B. Store rolls horizontally on cores; avoid creasing.
C. Keep adhesives from freezing; store infill dry.

1.6 WARRANTY

A. **Turf Manufacturer:** **8–15 years** against UV degradation, excessive wear, and backing delamination (edit to supplier's standard).
B. **Installer:** 1-year workmanship warranty including seams and transitions.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design: High-quality landscape synthetic turf with **polyethylene (PE) monofilament fibers** and **polypropylene (PP) thatch**, perforated backing, and sand-based infill. Equal to Manufacturer Specifications for Southwest Greens 126SW "Play Safe Select +".

B. Acceptable Manufacturers: Any pre-approved manufacturer meeting this Section (e.g., SYNLawn, Showgrass, ForeverLawn, TigerTurf, FieldTurf Landscape, Southwest Greens), or approved equal.

2.2 TURF CARPET (SELECT PER USE)

A. **Playground (impact-attenuating):** Turf per 2.2.A over **shock pad** compliant with **ASTM F1292** to the required **critical fall height**; system shall meet **ASTM F1951** for accessibility. Equal to Manufacturer Specifications for Southwest Greens 126SW "Play Safe Select +".

2.3 INFILL (SELECT)

A. **Kiln-Dried Silica Sand, #16–30**, round sub□angular, clean and dust□free; application rate **\~1.0–2.5 lb/sf** (adjust to achieve fiber support).
D. **Rubber/TPE** infills for fall protection.

.5 SEAMS, ADHESIVES, AND FASTENERS

A. **Seam Tape:** Non-woven or film□backed polyurethane-compatible tape, **12 in** wide (min).
B. **Adhesive:** Two-part polyurethane turf adhesive; low-VOC; exterior□rated; compatible with backing.
C. **Perimeter Fasteners:** 6–8 in **hot-dip galvanized nails** or stainless **U-staples** at **6–8 in O.C.** staggered; use minimal face fastening in field.
D. **Edging/Containment:** Steel bender board, aluminum edging, composite edging, or concrete mow strip; set **flush** with adjacent surfaces.

2.6 GEOTEXTILE AND BASE MATERIALS

A. **Separation Geotextile:** Nonwoven, Class 2 per **AASHTO M 288**; mass **≥4 oz/sy**; permittivity **≥1.0 s□**.
B. **Aggregate Base:** **3/4" minus** crushed aggregate per **AASHTO M 147**; well-graded with fines; clean and free-draining.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Verify subgrade is uniform and compacted; correct soft areas.
B. Establish positive drainage: minimum **1.0% slope** to drains (1.5–2% preferred for lawns); confirm no low spots.

3.2 SUBGRADE AND BASE PREPARATION

A. **Compaction:**

1. Subgrade: **90% of ASTM D698** (Std Proctor).
2. Base: **95% of ASTM D1557** (Modified).
   B. Place base in **≤3" compacted lifts**; fine grade to **±1/4" in 10'**; roll smooth.
   C. Install geotextile over subgrade where soils are fine-grained or pumping; lap **12"**.

3.3 TURF INSTALLATION

A. Allow rolls to **relax** per manufacturer; orient pile direction consistently.
B. Dry-fit panels; trim with sharp knives; keep seams straight and tight with no visible gaps.
C. Apply adhesive to seam tape; close seam under even pressure; check for glue transfer and squeeze-out control.
D. **Perimeter anchorage:** Fasten edges to edging/nailer at **6–8 in O.C.**; add landscape spikes as needed at returns/corners.
E. Distribute **infill** evenly in lifts; **power broom** fibers upright between lifts; verify final infill depth matches manufacturer.
F. Roll surface with **100–150 lb** roller to seat infill and ensure adhesion; repeat brooming as needed.

3.4 FIELD QUALITY CONTROL

A. Verify **surface flatness** **≤1/4" in 10'**; correct wrinkles, ridges, or birdbaths.
B. Tug test seams and edge anchorage; repair weak bonds.
C. Confirm drainage by hose test; correct ponding.
D. For play areas, provide field test data confirming **F1292** and **F1951** compliance.

3.5 CLEANING AND PROTECTION

A. Remove excess infill and debris; brush fibers upright.
B. Protect from heavy use until adhesives cure per manufacturer.
C. Provide **O\&M** instructions for periodic brushing, debris removal, and pet sanitation (if applicable).

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REGISTERED ARCHITECT
10/31/2025

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PROJECT NAME:
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NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME: ARCHITECTURAL SPECIFICATIONS

SHEET NUMBER: A4.2

PROJECT MANUAL AND SPECIFICATIONS

FENCES AND GATES - 323100

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes materials and installation for:
1. **6' wood privacy fencing** with steel posts, wood rails, pickets, and gates.
2. **6' decorative steel fencing** (ornamental welded steel panel system) and matching gates.
3. 8' custom metal fencing and dimensional lettering and matching gates.

B. Related Sections: 03 30 00 Cast-in-Place Concrete; 05 50 00 Metal Fabrications; 32 13 13 Concrete Paving; 32 92 00 Turf and Grasses (post locations/repair).

1.2 REFERENCES (select as applicable)

A. **IBC/IRC** (as adopted).
B. **ASCE 7** – Minimum Design Loads and Associated Criteria for Buildings and Other Structures (wind).
C. **AWPA U1** – Use Category System: **UC4A** (wood in ground contact), **UC3B** (above□ground exterior).
D. **ASTM A653/A653M** (zinc□coated steel sheet), **ASTM A500** (HSS posts/rails), **ASTM A123/A153** (hot□dip galvanizing).
E. **ASTM F1667** (nails, staples), **ANSI/AGA Z223.1** (if gas lines present – coordination).

1.3 SUBMITTALS

A. Product Data: Fence system profiles, gauges, finish, hardware, foundations, and installation instructions.
B. Shop Drawings: Layout, post centers, gate sizes/swings, footing sizes, grade□stepping/racking, clearances, and details at corners/terminations.
C. Samples: One 12 in piece of picket and rail for each material/finish.
D. Certificates: Wood treatment compliance (AWPA), steel coating compliance (galv/e□coat/powder).
E. Warranty: Manufacturer's standard finish/system warranties.
F. Calculations (when required): Signed/sealed wind design for decorative steel fence and gates.

1.4 QUALITY ASSURANCE

A. Single Source: Provide each fence type from one manufacturer.
B. Installer Qualifications: Minimum 2 similar projects in last 3 years.
C. Mock-Up: 8 ft run of each fence type incl. one post, one panel, and typical gate hardware; approved mock-up establishes quality standard.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Protect materials from deformation, corrosion, and moisture. Store wood flat and elevated; store steel off grade with blocking.
B. Do not place wood in direct ground contact unless **UC4A** treated.

1.6 WARRANTY

A. Wood: Supplier's workmanship warranty; preservative treatment per AWPA.
B. Steel: Manufacturer's finish/system warranty (state term; typically 10-20 years).

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. **6' Wood Fence:** Western Red Cedar or Southern Yellow Pine (PT), board-to-board privacy fence.
B. **Decorative Steel Fence – Montage Commercial by Ameristar:** Prefabricated, rackable, welded steel panel system with factory multi-coat corrosion protection (e.g., galvanized + epoxy e-coat + polyester powder topcoat); flat-top or pressed-spear style. Acceptable manufacturers: Ameristar, Fortress, or equal.
C. **Custom Steel Fence – Ironcraft Euro 8-ft. h. x 2-in. black powder coat steel containment mesh w/ universal deco metal fence post – include 4'-Euro Gate and all mounting and security hardware for fence and gate assembly. Acceptable manufacturer: Ironcraft Fencing or equal.

2.2 MATERIALS - WOOD FENCE (6')

A. **Posts:** YARDGARD 7-1/2' h. x 3-1/2" galvanized; use **6×6** at gates and ends where noted.
B. **Rails (Stringers):** 2×4 PT **UC3B** or **UC4A**; three-rail configuration (top/mid/bottom).
C. **Pickets:** 1×6 nominal (actual \~5/8 in × 5□1/2 in) Western Red Cedar or PT SYP; square-cut or dog-ear; board-on-board or tight-joint as scheduled.
D. **Fasteners/Connectors:** Exterior-grade, **stainless steel** (Type 305/316) or hot-dip galvanized; ring-shank nails or screws sized to penetrate framing per manufacturer. Post-to-rail connectors: galvanized steel brackets or toe-screwed with SS screws.
E. **Concrete:** 3,000 psi min.; post footing mix per 03 30 00.
F. **Stain/Seal (Sherwin Williams – SuperDeck Exterior Stain/Sealer):** UV-resistant penetrating sealer; color as selected by Architect

2.3 MATERIALS - DECORATIVE STEEL FENCE (7')

A. **Panels:** Factory-welded steel picket-and-rail panels, **rackable** to follow grade. Height: **7-8 ft**. Nominal panel width: **6-8 ft**. Eq. to
1. **Rails:** Roll-formed or HSS steel, min 14-16 ga.
2. **Pickets:** Square steel, **3/4 in** (typ.) × 14-16 ga; tops flat or pressed-spear as scheduled.
3. **Posts:** Square HSS steel, **2-1/2 in** (typ.) × 14 ga min; provide heavier posts at gates/turns.

B. **Coating:** Zinc pre-coat or hot-dip galvanizing, plus factory **e-coat** and **polyester powder topcoat**; black unless noted. Touch-up paint to match.
C. **Hardware/Brackets/Caps:** Manufacturer's standard steel fittings, corrosion-protected to match system.
D. **Foundations:** Cast-in-place concrete footings sized per soils, wind, and manufacturer; provide sleeves or core□drill where set on walls.

2.4 GATES AND HARDWARE

A. **Wood Gates:** Welded steel tube gate frame kit (powder-coated), sized for opening; clad both faces with fence pickets. Provide adjustable hinges (two min; three for gates ≥4'wide), lockable latch, and cane bolt for double-leaf gates.
B. **Steel Gates:** Factory-built to match fence style; welded steel leafs with matching finish. Provide adjustable hinges, lockable latch/keeper, drop rod(s) for double gates.
C. **Self-Closing/Self-Latching:** Exit only Panic Hardware.
D. **Hardware Finish:** Hot-dip galvanized or stainless; powder-coat where exposed.
E. ALL GATES MUST BE MIN. 36" W.

2.5 FABRICATION

A. Provide uniform panel sizes; pre□punch or pre□drill for brackets and hardware. Field cutting of galvanized/powder□coated members shall be minimal; clean and coat all cut edges with manufacturer's touch□up system.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify property lines, utilities, and easements prior to excavation.
B. Confirm grades and layout; coordinate gate swings/clearances.

3.2 PREPARATION

A. Layout fence lines; mark post centers (Wood: **6'-0" O.C. max** unless noted; Steel: **8'-0" O.C. max** or per manufacturer).
B. Excavate post holes to **frost depth** and per soils; typical diameter: **10-12 in for line posts**, **12-18 in for corner/gate posts**.

3.3 INSTALLATION - WOOD FENCE

A. Set posts plumb; top elevation consistent; embed min **24-36 in** below finished grade (adjust to frost/wind/soil). Crown concrete to shed water.
B. Attach rails to posts with brackets or stainless fasteners; keep **bottom rail ≥6 in** above grade.
C. Install pickets with consistent reveal; maintain **bottom clearance 1-2 in** above grade. Provide board-on-board overlap where specified.
D. Provide continuous straight alignment; step or rack at grade changes.
E. Seal/stain all wood parts uniformly.

3.4 INSTALLATION - DECORATIVE STEEL FENCE

A. Set posts true to line and grade; tops consistent; concrete footings crowned. Allow cure before hanging panels/gates.
B. Attach panels using manufacturer's brackets; **rack** panels to follow grade. Maintain **bottom clearance 2 in** (adjust for codes).
C. Install gates square and level; adjust hinges for free swing; set latches/keepers for secure closure.
D. Touch-up all field cuts/abrasions with manufacturer's system.

3.5 TOLERANCES

A. Line/Plumb: ±1/4 in in 10 ft; Top of fence: ±1/2 in in 20 ft.
B. Post spacing: ±1/2 in.

3.6 FIELD QUALITY CONTROL

A. Replace warped, split, or damaged members.
B. Verify hardware operation; confirm latch alignment and security.

3.7 CLEANING AND PROTECTION

A. Remove debris, excess concrete, and metal filings; restore disturbed turf.
B. Protect finished work until Substantial Completion.

SITE FURNISHINGS/FIXTURES - 323300

PART 1 - GENERAL

1.1 SUMMARY

A. Provide labor, materials, equipment, and services to furnish and install exterior **site furnishings**, complete and anchored, including all accessories and foundations shown on the drawings and listed in the Schedule.

B. Related Sections: 03 30 00 Cast-in-Place Concrete; 05 50 00 Metal Fabrications; 26 05 00 Electrical (lighting/charging in bollards or tables); 31 20 00 Earth Moving; 32 13 13 Site Concrete; 32 14 16 Brick Paving; 32 17 23 Pavement Markings (bike parking zones); 33 10 00 Water Utilities (drinking fountains).

1.2 REFERENCES (select as applicable)

A. **ASTM A36/A572** – Carbon steel shapes/plate.
B. **ASTM A240** – Stainless steel sheet/plate; Types **304** and **316**.
C. **ASTM A653** – Zinc□coated (galvanized) steel sheet.
D. **ASTM A123/A153** – Hot□dip galvanizing (after fabrication / hardware).
E. **AAMA 2604/2605** – Performance requirements for high-performance powder coatings on aluminum (use 2604 min; 2605 in severe exposures).
F. **ASTM B117** – Salt-spray testing (powder coat performance, informational).
G. **ICC/ES AC193/AC308** – Post-installed mechanical/adhesive anchors in cracked concrete.
H. **ADA/ABA 2010 Standards** – Accessible Routes and Operable Parts.

1.3 SUBMITTALS

A. Product Data for each furnishing: model numbers, dimensions, materials, finishes, anchorage, and maintenance.
B. Shop Drawings: Layouts, mounting/anchorage details, bolt patterns and templates, slab/sleeve requirements, embedded parts, utility rough-ins.
C. Samples: Finish chips for powder coat/anodize; wood slat sample (6 in min).
D. Certificates: Galvanizing and coating compliance; recycled content/EPD/HPD if available.
E. Warranty: Manufacturer's standard warranty for each item.

1.4 QUALITY ASSURANCE

A. **Single Source:** Provide furnishings of each type from one manufacturer for uniformity.
B. **Installer Qualifications:** Minimum two similar projects within the last three years.
C. **Mock-Up:** Install one complete assembly of each type (e.g., one bench, one litter, one bike rack) for review. Approved mock-ups establish the standard of quality.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver in manufacturer's packaging with labels intact.
B. Store off the ground; protect finishes from abrasion and UV until installation.
C. Verify anchors, templates, and embedded items are on site before concrete placement.

1.6 WARRANTY

A. Provide manufacturer's **limited warranty**, not less than **1 year** for workmanship and **5 years** for finishes.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. **Basis-of-Design:** Products shown on drawings and listed in the **Furnishings Schedule** at the end of this Section. Acceptable manufacturers include Burke, Percussion Play, Custom Canopies Inc., Gardener's Supply Company or approved equal meeting this specification.

2.2 MATERIALS

A. **Metals:**
1. **Carbon Steel:** ASTM A36/A572; shop□fabricated with welds ground smooth. Hot-dip **galvanize after fabrication** per ASTM A123; powder coat over zinc where scheduled.
2. **Stainless Steel:** Type **304** interior/low-corrosion; **316** in de-icing/coastal zones; finish **No. 4 satin** unless noted.
3. **Aluminum:** 6061/6063 for extrusions/plate; finish **AAMA 2604** powder or anodize (AAM12C22A31 clear, or color).

B. **Wood Slats (if used):** FSC-certified **ipe**, thermally-modified ash, or recycled-plastic lumber; factory-sealed on all sides; edges eased.
C. **Recycled Plastics:** UV-stabilized HDPE or composite slats; color through-body.
D. **Fasteners:** **Tamper-resistant stainless steel** (304/316) visible hardware; galvanized where concealed.
E. **Coatings:** Polyester powder coat, min **2.5-3.5 mil** DFT; color as scheduled; top-coat UV-stable; provide surface prep and primer compatible with galvanized substrate.
F. **Anchors:**
4. **Surface-mounted:** Stainless or hot-dip galvanized anchor bolts; **ICC/ES approved** for cracked concrete where required.
5. **Embedded/In-ground:** Hot-dip galvanized posts with concrete footings sized per drawings.
6. Provide non-shrink grout at uneven slabs as needed; shim stacks not permitted.

2.3 FUNCTIONAL REQUIREMENTS (ADA/SAFETY)

A. **Benches:** Seat height **17-19 in**; provide **armrests** at ends for assisted transfer where required. Maintain **30 × 48 in** clear floor space at at least **1 of every 5** benches.

2.4 FABRICATION

A. Welds continuous and dressed; corners radiused; no sharp edges.
B. Provide concealed fastenings wherever possible.
C. Factory-pre-drill base plates and supply **anchorage templates**.
D. Galvanize after fabrication; repair field cuts with **zinc-rich coating**.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify slab thickness, elevations, and utilities before drilling or setting posts.
B. Confirm clearances to walks, curb ramps, and door swings.

3.2 PREPARATION

A. Layout furnishings per drawings; verify ADA clearances and maintenance access.
B. Coordinate sleeves, embedded plates, and conduit prior to concrete placement.

3.3 INSTALLATION

A. Install per manufacturer's instructions and approved shop drawings; set **plumb, level, and aligned**.
B. **Anchorage:** Drill and set anchors using manufacturer's torque specifications; use **ICC/ES approved** anchors in cracked concrete where applicable; minimum edge distances per ESR.
C. **In-Ground Posts:** Excavate to depth; place on compacted base; cast in **3,000 psi** concrete; crown top to shed water.
D. Isolate dissimilar metals; provide nylon isolators or sealants to prevent galvanic corrosion.
E. Touch-up damaged coatings with manufacturer's system; no raw steel exposed.

3.4 FIELD QUALITY CONTROL

A. Inspect for finish defects, loose hardware, or instability; correct prior to Substantial Completion.
B. Submit **as-built location plan** if furnishings differ from bid drawings.

3.5 CLEANING AND PROTECTION

A. Clean surfaces with manufacturer-approved cleaners; remove labels and adhesive residue.
B. Protect from construction traffic and vandalism until acceptance.

3.6 FURNISHINGS/FIXTURES SCHEDULE

1. Bench: 6' long w/ back, no arms
Basis-of-Design: Buddy Bench as manufactured by Burke
– color selected from manufacturer's full line (no wording or design)
www.bciburke.com

2. Shade Structure: Cantilever Umbrella – 12x12
Basis-of-Design: Cantilever Umbrella by Custom Canopies
customshadecanopies.com – color selected from manufacturer's full line

3. Shade Structure: Center Post Umbrella – 12x12
Basis-of-Design: Center Post Umbrella by Custom Canopies
customshadecanopies.com – color selected from manufacturer's full line

4. Raised Planting Bed 48x24x34
Basis-of-Design: Wheelchair Accessible Elevated Garden Bed by Gardener's Supply Company gardeners.com

5. Durable Polymer Plastic Fence Panels
Basis-of-Design: Fusion Playful Fencing as manufactured by Burke (4' and 8' panels) – color/design selected from manufacturer's full line (no text panel designs) 54 l.f. of fence
www.bciburke.com

6. 48" Tree Grating
Basis-of-Design: Iron Age Designs "Rosa"
– Contractor shall verify opening size requirements for each tree prior to ordering grate and segmented concrete tree rings
ironagegrates.com

7. "Mondrian" Style HopScotch pad 6'-0"X15'-6"
Basis-of-Design: FlexCourt SoftStep
www.flexcourt.com

8. Chalk Wall Flowers
Basis-of-Design: Chalk Board Flowers by Infinity Playgrounds
Note: total shown 9-inside fence
colors selected by architect from Manufacturer's Full Line
www.willygoat.com/products/chalk-board-flowers-one-flower

9. Planter Pots
Basis-of-Design: TerraCast Products – San Juan Tall
Note: total shown 6 pots
colors selected by architect from Manufacturer's Standard color line
www.terracastproducts.com/product/san-juan-planter/

DOOR SCHEDULE

DOOR NUMBER → (101)

DOOR NUMBER	DOOR STYLE	LOCATION	DOOR DIMENSIONS WIDTH	HEIGHT	THICK-NESS	MATERIAL	RATING	FINISH	FRAME MATERIAL	FRAME FINISH	HARDWARE	REMARKS
100	1-A	ENTRY/EXIT	3'-0"	7'-0"	MFR.	ALUM.	—	MATCH EXISTING	ALUM.	MATCH EXISTING	SET #1	PROVIDE EXIT SIGN & ADA TACTILE SIGNAGE AS REQ'D
101	2-A	ENTRY/EXIT	3'-0"	6'-8"	MFR.	STEEL	—	MATCH EXISTING	STEEL	MATCH EXISTING	SET #2	PROVIDE ADA EXIT TACTILE SIGNAGE AS REQ'D

GENERAL DOOR NOTES

A. MANUFACTURES: EXCEPT AS OTHERWISE INDICATED, PRODUCTS OF EQUAL QUALITY, DESIGN, AND FUNCTION BY OTHER MFG'S MAY BE USED PER LIST BELOW. SUBSTITUTIONS ARE NOT ALLOWED UNLESS APPROVED BY ARCHITECT. HINGES: HAGAR, BOMMER LOCKSETS: CORBIN RUSSWIN EXIT DEVICES: CORBIN RUSSWIN CLOSERS: CORBIN RUSSWIN, DORMA TRIM/AUX: HAGAR, BURNS. WEATHER STRIPPING: NGP, HAGAR OR EQUAL TO EXISTING HARDWARE SETS

B. DOOR FINISHES ARE SHOWN ON DOOR SCHEDULE. IN GENERAL:
ALL INTERIOR FACING DOORS AND FRAMES TO BE PAINTED SEMI-GLOSS PT-3 UNLESS OTHERWISE SPECIFIED.
ALL EXTERIOR FACING OF DOORS AND FRAMES TO BE PAINTED SEMI-GLOSS XP-1 UNLESS OTHERWISE SPECIFIED.

C. DOORS WITH CLOSERS SHALL COMPLY WITH THE FOLLOWING:
1. MAXIMUM EFFORT TO OPERATE DOORS SHALL NOT EXCEED 8.5LBS FOR EXTERIOR DOORS AND 5LBS FOR INTERIOR DOORS.
2. FROM AN OPEN POSITION OF 70°, DOOR SHALL TAKE AT LEAST 3 SECONDS TO MOVE TO A POINT 3 INCHES FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR.

D. NO THUMB TURNS TO BE USED ON THE EMERGENCY EGRESS DOOR HARDWARE SETS

E. ALL DOORS TO HAVE LEVER OR PUSH/PULL HARDWARE IN COMPLIANCE WITH ANSI AND ADA

F. ALL DOORS TO MEET ADA ACCESSIBILITY GUIDELINES

G. COORDINATE KEYING OF LOCKSETS WITH OWNER. ALL LOCKSETS SHALL BE MASTERED AND DELIVERED TO OWNER IN TRIPLICATE. ALL KEYS SHALL BE INDIVIDUALLY LABELED.

H. ALL DOORS SHALL BE INSTALLED WITH A HINGE JAMB NO MORE THAN 6" MAXIMUM FROM NEAREST PERPENDICULAR/INTERSECTING WALL UNLESS NOTED OTHERWISE.

J. ALL DOORS INSTALLED WITHIN THIS SPACE ARE REQUIRED TO UTILIZE HANDLES, PULLS, LATCHES, & OTHER OPERATING DEVICES WHICH HAVE A SHAPE THAT IS EASY TO GRASP WITH ONE HAND & DOES NOT REQUIRE TIGHT GRASPING, TIGHT PINCHING, OR TWISTING OF THE WRIST. SAID DEVICES SHALL INCLUDE LEVER OPERATED MECHANISM, PUSH TYPE MECHANISMS, & "U" SHAPED HANDLES. THRESHOLDS SHOULD BE INSTALLED SUCH THAT HEIGHT IS 1/2 INCH OR LESS & HAS A SLOPE NOT GREATER THAT 1:2. ALL DOOR HARDWARE SHALL COMPLY WITH ALL APPLICABLE ADA CODES.

K. COORDINATE W/ OWNER FOR ADDITIONAL ROOM OR INFORMATIONAL SIGNAGE AS REQUIRED.

DOOR AND WINDOW TYPES

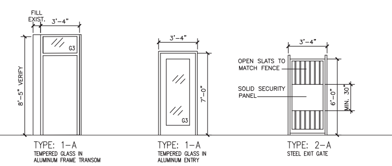
GLASS SCHEDULE FOR DOOR & WINDOWS:

G1 = 1" DOUBLE PANE INSULATED, LOW "E" TINTED GLASS UNIT.
A. CONSTRUCTION TO BE ONE (1) 1/4" SINGLE PANE LOW "E" TINTED FLOAT GLASS, 1/2" AIR SPACE – 90% ARGON FILLED, AND ONE (1) SINGLE PANE 1/4" CLEAR FLOAT GLASS. LOW "E" COATING TO BE SPUTTER COATING ON THE #2 SURFACE.

G2 = 1" DOUBLE PANE INSULATED, LOW "E" TINTED, TEMPERED GLASS UNIT.
A. CONSTRUCTION TO BE ONE (1) 1/4" SINGLE PANE LOW "E" TINTED, TEMPERED FLOAT GLASS, 1/2" AIR SPACE – 90% ARGON FILLED, AND ONE (1) SINGLE PANE 1/4" CLEAR, TEMPERED GLASS.

G3 = 1/4" SINGLE PANE CLEAR OR LOW "E" TINTED, TEMPERED GLASS

GENERAL NOTE: INSTALL TEMPERED GLASS ON ALL WINDOWS LESS THAN 24" FROM DOOR OPENINGS INTERIOR OR EXTERIOR



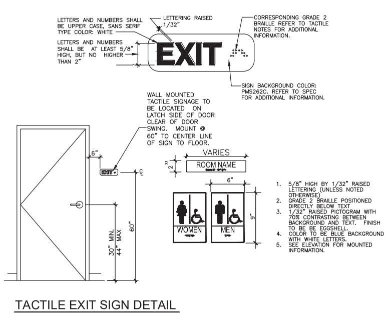
GENERAL NOTE: ALL ALUMINUM STOREFRONT WINDOWS AND ENTRY DOORS BASED ON A KAWNEER TRIFAB 451 MODEL (OR OWNER'S STANDARD) – CENTER GLAZED – FINISH MATCH EXISTING

DOOR HARDWARE SETS

HARDWARE SET #01 (ALUMINUM ENTRY DOORS)
1 EA. PUSH/PULL BARS MFG: ROCKWOOD MODEL: BF15847 FINISH: MATCH EXIST.
1 EA. TOP PIVOT MFG: RIXSON MODEL: 180 FINISH: MATCH EXIST.
1 EA. BOTTOM PIVOT MFG: RIXSON MODEL: 147 FINISH: MATCH EXIST.
1 EA. CLOSER MFG: SCHLAGE MODEL: DC7-AL FINISH: CLEAR
1 EA. SECURE PANIC LOCKSET MFG: SCHLAGE 672 SERIES PANIC BAR – FINISH: CLEAR
1 EA. WEATHER STRIP SET PER STOREFRONT MANUFACTURER
1 EA. DOOR SWEEP PER STOREFRONT MANUFACTURER
1 EA. 6" THRESHOLD MFG: PEMKO 170A FINISH: MATCH EXIST.

HARDWARE SET #02 (EXIT GATE)
1 BLANK COVER FINISH: MATCH EXIST.
1 SET 2-3 STAINLESS BALL-BEARING HINGES (BY GATE MANUFACTURER) FINISH: MATCH EXIST.
1 EA. CLOSER MFG: SCHLAGE MODEL: DC7-AL FINISH: MATCH
1 EA. SECURE PANIC LOCKSET MFG: SCHLAGE 672 SERIES PANIC BAR – FINISH: MATCH

TACTILE EXIT SIGN DETAILS



1. 5/8" HIGH BY 1/32" RAISED LETTERING (UNLESS NOTED OTHERWISE)
2. GRADE 2 BRAILLE POSITIONED DIRECTLY BELOW TEXT
3. 1/32" RAISED PICTOGRAM WITH 70% CONTRASTING BETWEEN BACKGROUND AND TEXT. FINISH TO BE EGGSHELL.
4. COLOR TO BE BLUE BACKGROUND WITH WHITE LETTERS.
5. SEE ELEVATION FOR MOUNTED INFORMATION.

TACTILE EXIT SIGN DETAIL
SCALE: 1/2"=1'-0"

TACTILE EXIT SIGN NOTES

TACTILE EXIT SIGNS:

EXIT STAIR DOWN
EXIT RAMP DOWN
EXIT STAIR UP
EXIT RAMP UP
EXIT ROUTE
TO EXIT
EXIT

SIGN REQUIREMENTS:
1. EACH GRADE-LEVEL EXTERIOR DOOR SHALL BE IDENTIFIED BY A TACTILE SIGN WITH THE WORD "EXIT". (1003.2.8.6.1.1)
2. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE OR AN EXIT PASSAGEWAY IS IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE". (1003.2.8.6.1.3)
3. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE-LEVEL EXTERIOR EXIT BY MEANS OF A STAIRWAY OR RAMP IS IDENTIFIED BY A TACTILE EXIT SIGN THAT STATES "EXIT STAIR DOWN", "EXIT RAMP DOWN", "EXIT STAIR UP" OR "EXIT RAMP UP", AS APPROPRIATE. (1003.2.8.6.1.2)
4. EACH EXIT ACCESS DOOR FROM AN INTERIOR ROOM OR AREA TO A CORRIDOR OR HALLWAY THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN IS IDENTIFIED BY A TACTILE EXIT SIGN WITH THE WORDS, "EXIT ROUTE". (1003.2.8.6.1.4)
5. EACH EXIT DOOR THROUGH A HORIZONTAL EXIT SHALL BE IDENTIFIED BY A SIGN WITH THE WORDS, "TO EXIT". (1003.2.8.6.1.5)
6. LETTERS ON SIGNS ARE RAISED 1/32", SANS SERIF UPPERCASE CHARACTERS AND ARE ACCOMPANIED BY GRADE 2 BRAILLE. (1003.2.8.6 & 1117B.5.5.2)
7. RAISED CHARACTERS ARE BETWEEN 5/8" AND 2" HIGH. (1003.2.8.6 & 1117B.5.5.2)
8. BRAILLE DOTS ARE 1/10" ON CENTER IN EACH CELL WITH 2/10" SPACE BETWEEN CELLS, MEASURED FROM THE SECOND COLUMN OF DOTS IN THE FIRST CELL TO THE FIRST COLUMN OF DOTS IN THE SECOND CELL. (1003.2.8.6 & 1117B.5.6) [NOTE: CA AND OTHER JURISDICTIONS ONLY]
9. BRAILLE DOTS ARE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND. (1003.2.8.6 & 1117B.5.2)
10. CHARACTERS AND BACKGROUND OF SIGNS IS EGGSHELL, MATTE, OR OTHER NON-GLARE FINISH. (1003.2.8.6 & 1117B.5.2)
11. CHARACTERS CONTRAST WITH THEIR BACKGROUND (LIGHT CHARACTERS ON A DARK BACKGROUND, OR DARK CHARACTERS ON A LIGHT BACKGROUND. (1003.2.8.6 & 1117B.5.2)
12. LETTERS ON SIGNS HAVE A WIDTH-TO-HEIGHT RATIO BETWEEN 3:5 AND 1:1 AND A STROKE WIDTH-TO-HEIGHT BETWEEN 1:5 AND 1:10. (1003.2.8.6 & 1117B.5.7)
13. SIGNS ARE TO BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE OF THE DOOR. (AT DOUBLE LEAF DOORS AND WHEN THERE IS NO WALL SPACE AT THE LATCH SIDE, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT.) 1003.2.8.6 & 1117B.5.7
14. MOUNTING HEIGHT IS 60" FROM THE FINISHED FLOOR TO THE CENTERLINE OF THE SIGN. (1003.2.8.6 & 1117B.5.7)
15. MOUNTING LOCATION ALLOWS A PERSON TO APPROACH WITHIN 3" OF THE SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR. (1003.2.8.6 & 1117B.5.7)

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GREGORY D HOLMAN
NO. 005926
10/31/2025
REGISTERED ARCHITECT

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TEXAS FIRM REGISTRATION NO. F-4415
STRUCTURAL ENGINEER
CIVIL ENGINEER
INTERIOR DESIGNER

PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

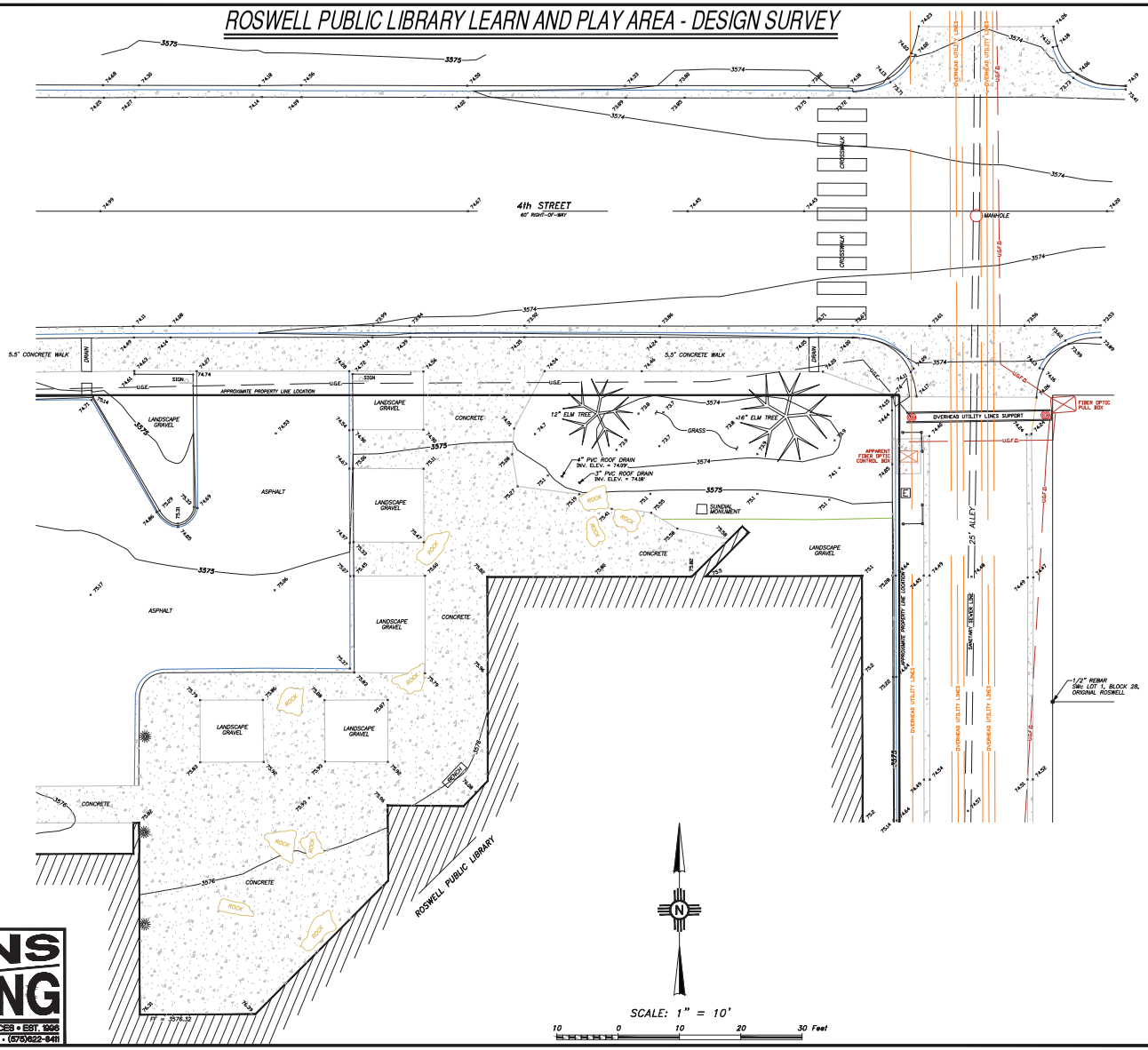
NO.	DATE	DESCRIPTION
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DATE: 10.31.2025

SHEET NAME: DOOR & WINDOW SCHEDULES

SHEET NUMBER: A4.3

ROSWELL PUBLIC LIBRARY LEARN AND PLAY AREA - DESIGN SURVEY



RAINS SURVEYING
PROFESSIONAL LAND SURVEYING SERVICES ▪ EST. 1995
P.O. BOX 1474 ▪ ROSWELL ▪ NEW MEXICO ▪ (575)622-6411

EXISTING SITE PLAN
NOT TO SCALE

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STATE OF NEW MEXICO
1/31/2025
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STRUCTURAL ENGINEER

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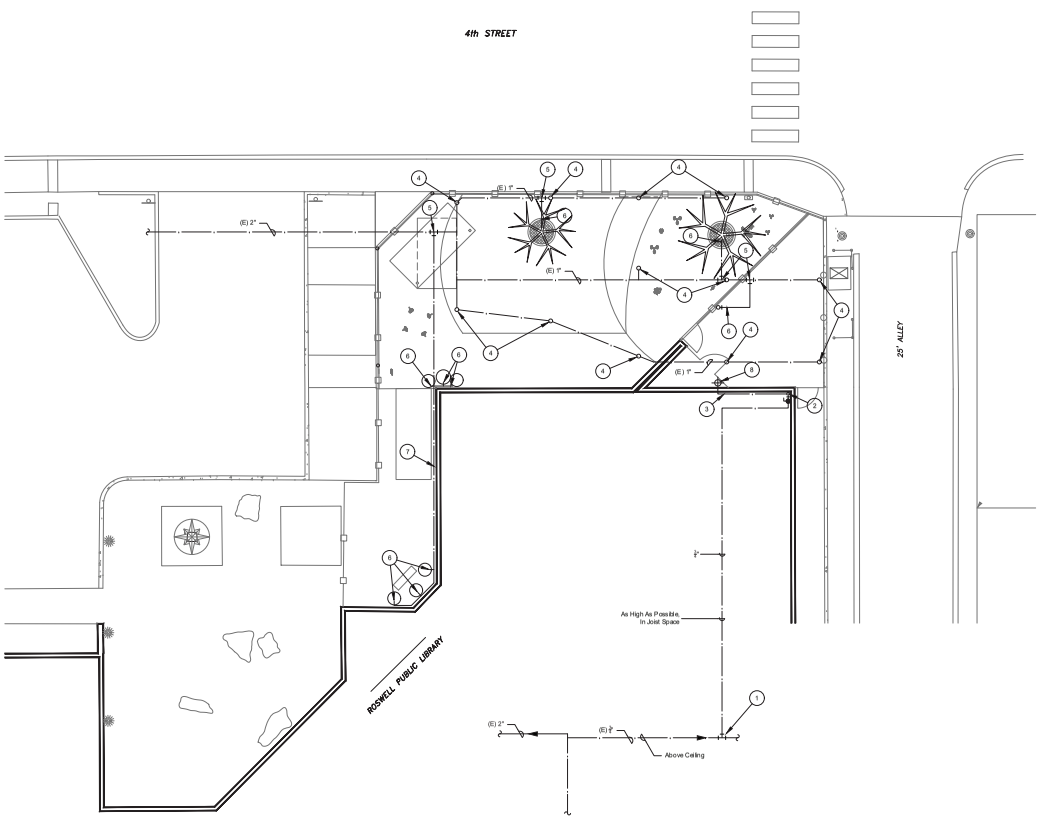
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
SITE PLAN

SHEET NUMBER:
C1.0



SITEPLAN - PLUMBING

1" = 10'-0"

NORTH

GENERAL NOTES:

A. ALL PLUMBING INSTALLATIONS SHALL COMPLY WITH THE NEW MEXICO PLUMBING CODE, NFPA 90, AND ALL LOCAL, STATE, AND FEDERAL ORDINANCES, CODES, LAWS, AND REGULATIONS.

B. CONTRACTOR TO VERIFY LOCATION AND SIZE OF ALL EXISTING EQUIPMENT AND UTILITIES.

C. ALL ABOVE GROUND DOMESTIC WATER PIPING SHALL BE TYPE L HARD DRAWN COPPER WITH BRASS SOLDER FITTINGS.

D. OUTDOOR IRRIGATION SYSTEM PIPING SHALL BE SCHEDULE 40 PVC.

KEYED NOTES:

1. CONNECT NEW DCW LINE TO EXISTING, ABOVE THE CEILING, AT THIS APPROXIMATE LOCATION.
2. DROP NEW DCW LINE DOWN IN THE CORNER.
3. ROUTE NEW WATER LINE LOW ON WALL, BEHIND THE BOOK SHELVES, TO NEW EXTERIOR WALL HYDRANT.
4. REMOVE LAWN SPRINKLER AT THIS APPROXIMATE LOCATION. CAP WATER LINE, BELOW GRADE. ALL SPRINKLERS IN THE RENOVATED AREA MAY NOT NECESSARILY BE SHOWN. CONTRACTOR SHALL IDENTIFY ALL SPRINKLER LOCATIONS IN THE RENOVATED PORTION AND REMOVE AND CAP LINE BELOW GRADE.
5. CONNECT NEW ½" PVC IRRIGATION LINE TO EXISTING, BELOW GRADE, AT THIS APPROXIMATE LOCATION.
6. EXTEND NEW ½" IRRIGATION LINE TO NEW BUBBLER AT THIS APPROXIMATE LOCATION.
7. REMOVE SEALANT AT BASE OF THE WALL TO ALLOW FOR CONCEALMENT OF NEW IRRIGATION PIPING, BETWEEN SLAB AND BASE OF WALL. PROVIDE NEW SEALANT, AS DIRECTED BY THE ARCHITECT.
8. PROVIDE AND INSTALL A FREEZE PROOF WALL HYDRANT EQUAL TO A WOODFORD B67, BACKFLOW PROTECTED WITH A RECESSED BOX. PROVIDE LOOSE "T" KEY.

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STRUCTURAL ENGINEER

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INTERIOR DESIGNER

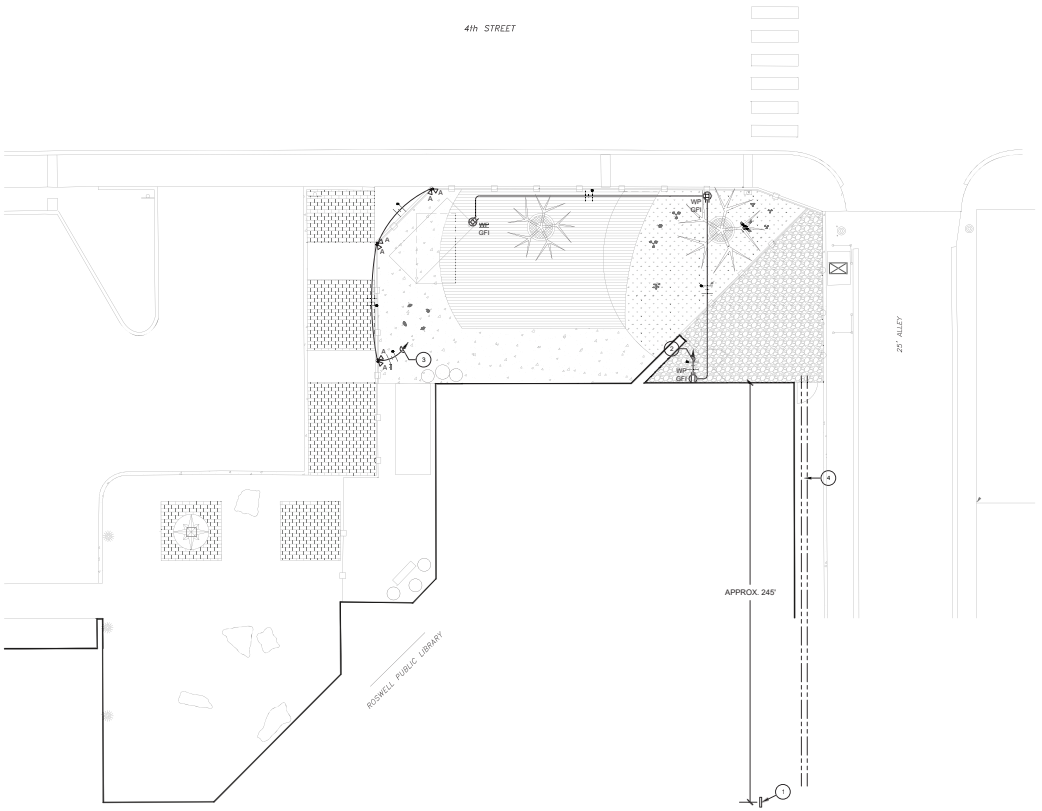
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301N PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
PLUMBING SITE PLAN

SHEET NUMBER:
P101



SITEP LAN - ELECTRICAL

1" = 10'-0"

NORTH

GENERAL NOTES:

A. CONTRACTOR SHALL VERIFY EXISTING LOCATION OF ALL UTILITIES AT JOBSITE PRIOR TO ANY BORING / TRENCHING, ETC.

B. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS BEFORE BIDDING TO DETERMINE THE TOTAL SCOPE OF WORK REQUIRED AND INCLUDE ALL IN BID.

C. IT IS ASSUMED THAT ANY OUTLET, SWITCH, RECEPTACLE, FIXTURE OR PANEL MAY BE RELOCATED WITHIN A TEN (10) FOOT RADIUS OF THE INDICATED LOCATION WITHOUT ADDITIONAL CHARGE TO THE OWNER.

KEYED NOTES:

1. EXISTING PANEL "A" (208V) TO REMAIN.
2. 2 #6 & #10 GR. IN 1" CONDUIT TO A NEW 20A-1P CIRCUIT BREAKER IN EXISTING PANEL "A". INSTALL NEW CIRCUIT BREAKER IN AVAILABLE SPACE. ROUTE UNDERGROUND CONDUIT ADJACENT TO ALLEY AND 'LB' INTO ELECTRICAL ROOM AS REQUIRED..
3. 2 #6 & #10 GR. IN 1" CONDUIT ONTO EXISTING EXTERIOR LIGHTING CIRCUIT IN THIS AREA.
4. UNDERGROUND CONDUIT ROUTING THIS AREA AS REQUIRED FOR ELECTRICAL CIRCUIT CONNECTIONS TO EXISTING PANEL "A".

LIGHTING FIXTURE SCHEDULE - ROSWELL LIBRARY CHILDREN'S GARDEN

TYPE	VOLTS	MOUNTING	MANUFACTURER	CATALOG NUMBER	LAMPS	INPUT WATTS	NOTES
A	120	SURFACE	LUMASCAPE	LS9122-33D-840-84-WF-09-AH-XX-006	LED	33 W	1

LIGHTING FIXTURE NOTES:
1. MOUNT FIXTURE ON OUTDOOR SHADE STRUCTURE AS DIRECTED BY ARCHITECT.

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TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301N PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01		-

DATE: 10.31.2025

SHEET NAME:
ELECTRICAL SITE PLAN

SHEET NUMBER:
ES101

DIVISION 16 - ELECTRICAL

SECTION 16A - GENERAL:

1. The work shall include furnishing and installing all electrical work, including final connections to all devices and placing them in service. All work shall conform to local, state, and national codes as interpreted by the authorities having jurisdiction. All materials shall be UL labeled and listed.

2. Comply with requirements of the 2020 National Electrical Code and the City of Roswell codes and ordinances in the construction and installation of all work.

3. All major electrical service equipment specified herein shall be Square D or equal. This includes panelboards, disconnect switches and circuit breakers. Obtain Owner's approval for substitutions.

4. All equipment shall be installed in a location and manner that shall allow for convenient access for maintenance and inspection. Access doors and panels in walls and ceilings shall be provided as required for concealed equipment, controls and boxes.

5. Make all payments for fees, permits and deposits for electrical work. Coordinate with local electrical utility to provide all equipment and pay all costs required to extend underground service from power company facilities to building including meter bases and conduit for meter conductors, CT meter cabinets, and other equipment deemed necessary by the utility company. Contractor shall be responsible for all coordination with the power company.

6. The owner or architect for this project must take the responsibility to submit these drawings to all state and local authorities for required plan reviews. Plans must be submitted for review no later than 5 days after the date appearing on the professional seals.

SECTION 16B - MATERIALS:

16B.1 CONDUITS

1.1 Rigid Steel Conduit: Rigid, threaded, thick-walled; galvanized inside and outside or galvanized outside with a protective coating inside; UL listed and labeled according to Standard UL6; conforming to ANSI Standard C80.1; Pittsburgh, Republic Steel, Robroy or Allied.

1.2 Electrical Metallic Tubing (EMT): Steel tubing, galvanized outside and provided with a slick corrosion resistant interior coating; UL listed and labeled according to Standard 797; conforming to ANSI Standard C80.3; Pittsburg, Republic Steel, Robroy or Allied.

1.3 Flexible Metal Conduit: Spirally wound with hot dip galvanized steel strips (commercial Greenfield); conforming to UL Standard UL1 and UL listed and labeled; Triangle Conduit and Cable Company, or equivalent.

1.4 Liquidtight Flexible Metal Conduit; Spirally wound, galvanized steel strips, as for flexible metal conduit; with polyvinyl chloride cover extruded over the exterior to make conduit liquidtight; UL listed, Electri-flex type "LA" or equivalent.

16B.2 CONDUIT FITTINGS

2.1 Couplings and Terminations for Rigid Steel conduit: Factory made steel threaded couplings; bushing at all boxes and cabinets, with locknuts inside and outside box or cabinet.

2.2 Couplings and Terminations for Electrical Metallic Tubing: Join lengths of EMT with steel, compression type couplings and connectors where possible. Otherwise use set-screw fittings. Provide nylon insulated throat, steel connectors at box and cabinet terminations.

2.3 Couplings and Terminations for Flexible Metal Conduit: T&B 440 Series couplings at connections between flexible and rigid conduit; T&B 3110 or 3130 Series nylon insulated throat, steel connectors at box or cabinet terminations.

16B.3 OUTLET BOXES

3.1 Sheet Steel Boxes: Sheet steel not lighter than No. 14 gauge, galvanized after fabrication: Raco, Steel City or Appleton.

3.2 Cast Metal Boxes: Cast iron or Cast alloy with threaded hubs: Crouse-Hinds, Appleton or Pyle National.

3.3 Non-Metallic Boxes: NEMA OS 1

16B.4 PULL BOXES AND JUNCTION BOXES

4.1 Sheet steel, galvanized inside and outside, with galvanized covers.

4.2 Small boxes: For boxes where the volume required is not over 100 cubic inches, use standard outlet boxes.

4.3 Larger Boxes: For boxes where the volume required is over 100 cubic inches, use cabinets as specified for panelboard cabinets with covers of same gauge as boxes, secured with corrosion resistant bolts or screws.

16B.5 CONDUCTORS (600 VOLTS AND UNDER)

5.1 Type: Soft drawn, annealed copper, UL listed, rated at 600 volts, Okonite, Triange, Anaconda or Simplex No. 8 and larger shall be stranded: No. 10 and smaller may be solid.

5.2 Insulation: Branch circuits shall have type THHN insulation for exterior installations. Service feeders shall be type THHN or THWN in conduit. Feeder circuits shall be Type THHN in Conduit.

5.3 Type MC Cable copper cable (600 volt copper THHN/THWN conductors) with internal grounding conductor. Interlocked aluminum armor, UL Listed, Southwire Armorlite or equal. Use as light fixture whips only.

16B.6 JOINTS AND SPLICES

6.1 Stranded Copper Conductors: UL approved solderless bolted pressure connectors or Thomas and Betts Series 54000 compression connectors. All connectors shall be properly sized to match conductor sizes. All compression connectors shall be applied with properly sized dies and tools.

6.2 Solid Copper Conductors: UL approved solderless bolted pressure connectors: or UL approved electrical spring connectors of "Scotchlok", Ideal or T&B "Piggy" make.

SECTION 16C - COLOR CODING:

1. Phase conductors shall be black, red and blue for phases A, B & C respectively in the 208Y/120 volt system and brown, orange and yellow in the 480/277 volt system.

2. Neutral conductors shall be white . Grounding conductors shall be green.

3. Switch legs shall be black with white, red with white or blue with white depending on phase.

4. All wiring No. 8 and larger shall be black and be marked with color banding tape as specified. All phase conductors, neutral and equipment ground conductors shall be marked with colored tape. Apply marking at each termination and every four feet of wiring in raceways.

SECTION 16D - WIRING DEVICES:

(ALL COLORS SHALL BE SELECTED BY ARCHITECT)

16D.1 WALL SWITCHES

DEVICE	CATALOG NO.	
1.1 Single Pole Wall Switch	Pass & Seymour	20AC1
1.2 Three-way Wall Switch	Pass & Seymour	20AC3

16D.2 RECEPTACLES

2.1 Receptacle, 20 Ampere, 125 Volt, 2 Pole, 3 Wire Grounding Duplex: Pass & Seymour No. 5362 (NEMA 5-20R).

2.2 Receptacle, 20 Ampere, 125 Volt, 2 Pole, 3 Wire Grounding Duplex with Self-Contained Ground Fault Circuit Interrupter: Pass & Seymour No. 2091.

2.3 Receptacle with isolated ground: Pass & Seymour No. IG6300.

2.4 Tamper Proof Receptacle: Pass & Seymour No. TR63.

16D.3 COVERPLATES

3.1 Pass & Seymour smooth finish non-breakable thermoplastic wall plates shall be used except in unfinished or machinery spaces, where plates shall be galvanized steel if surface mounted. All switches controlling motorized equipment shall have engraved nameplates. Verify all wall plate colors with Architect.

SECTION 16E - PANELBOARDS:

16E.1 MATERIALS

1. Panelboard Cabinets: Furnish and install cabinets to serve the various panelboards, of sizes as required to house the panelboards. Cabinets shall be rigidly constructed of sheet steel of gauges conforming to Underwriters' Laboratories Inc. requirements; corners over-lapped or welded; edges turned over to receive trim.

2. Cabinet Fronts: Cut from single sheet of not less than No. 12 gauge cold-rolled sheet steel; fastened in place by adjustable trim clamps which will allow plumbing; same size as the cabinet box if surface mounted; size to overlap the box a minimum of 3/4" on all sides if flush mounted. Provide each door with a substantial flush, cylinder tumbler lock and catch. On doors more than 48" high provide a combination three point catch and lock with T-handle. Provide each lock with two keys, with all locks keyed alike.

3. Finish: All back boxes galvanized; all exposed metal, including fronts, primed and finished in gray lacquer.

4. Where a circuit protective device is scheduled as a "spare", provide the device complete for operation. Where such a device is scheduled as a "space" or "space only", provide proper space and all necessary connectors for future installation of the size of device scheduled. Where a breaker or switch is scheduled to serve a "future" load, provide the device complete for operation.

5. All circuit breakers shall be quick make, quick break, trip free, thermal magnetic, indicating type unless noted otherwise. Branch circuit breakers shall be fully interchangeable without disturbing adjacent units.

6. Connect all circuit interrupting devices with sequence phasing.

7. Provide each panelboard with a neatly typewritten directory of circuits mounted in a cardholder on the inside of the panelboard cabinet. Cover directory with transparent sheet plastic.

8. All panelboards shall be listed by Underwriters' Laboratories Inc.

9. Provide each panelboard with a factory engraved nameplate which shall identify the panelboard name.

10. Bussing: All panel board bussing shall be copper.

16E.2 LIGHTING AND APPLIANCE PANELBOARDS:

1. Panelboards shall have the number and size of bolted-in circuit breakers as scheduled. Panels shall be Square D, type NF or NQOD with bolt-on breakers as required for the interrupting ratings schedules or equivalent.

SECTION 16F - INTERIOR LIGHTING FIXTURES:

16F.1 MATERIALS

1. Provide and install a lighting fixture on each and every lighting outlet shown. Furnish fixtures in accordance with the designations on the drawings and as specified herein. All features specified or scheduled for fixtures shall be provided, even if the catalog number given in the specifications or schedule lacks the required numerals, prefixes or suffixes corresponding to the features called for.

2. All lighting fixtures shall bear the label Underwriters' Laboratories Inc.

3. Provide electronic drivers and LED Lamping for all fixtures.

4. Fixtures shall comply with ANSI 132.1.

16F.2 DRIVERS

1. LED drivers shall have a minimum power factor of 85% and total harmonic distortion not to exceed 10%.

SECTION 16G - DISCONNECT SWITCHES:

1. Disconnecting switches shall be manufactured by Square D. Switches shall be heavy duty, enclosed type, rated for 250 volts. Switches used as service switches shall bear a UL service entrance label and nameplate shall so indicate.

2. All HVAC equipment shall be provided with disconnects per NEC 2020.

SECTION 16H - EXECUTION:

16H.1 INSTALLATION OF BUILDING RACEWAYS

1.1 Types: Above grade interior conduits shall be electrical metallic tubing. Conduits installed below grade in slabs or buried in earth shall be PVC or rigid galvanized steel. Ent is not allowed.

1.2 Connections: Use lengths of flexible metal conduit, not less than 12" long at final connections to all motors, controls and other devices subject to movement because of vibration or mechanical adjustment.

16H.2 CONDUIT SUPPORTS

2.1 Support Spacing: Use minimum spacing as directed by National Electrical Code, but space hangers more closely where required by conditions.

2.2 Individual Conduits: Support conduits running vertically or horizontally with galvanized malleable iron one-hole clamps. Carry individual supported horizontally conduits 1-1/4" and larger on Kindorf No. 150 or Steel City No.C-149 hangers. Use no perforated strap iron as hanger material. Where conduits smaller than 1-1/4" are installed above non-removable type ceilings, they may be supported on ceiling runner channels.

2.3 Multiple Conduits: Where multiple raceways are run horizontally at the same elevations, they may be supported on trapezes formed of sections of Unistrut angle iron or channels suspended on rods or pipes. Size trapeze members including the suspension rods for the number size and loaded weight of the conduits they are to support. Space them as required for the smallest conduit supported.

16H.3 INSTALLATION OF OUTLET BOXES

3.1 Usage: provide at each outlet or device of whatever character a metal outlet box in which conduits shall terminate.

3.2 Boxes Recessed in Construction: Cast metal boxes.

3.3 For Wall Switches, Receptacles and Communications Use: Use 4"x4" size with proper square cornered tile wall cover, plaster cover, or finishing plate, except where construction will not permit or the device requires a larger box.

3.4 Boxes for Exposed Work: Cast metal boxes.

3.5 Boxes for Outdoors: Cast metal boxes with gasketed covers.

16H.4 WIRE PULLING

4.1 Wire Pulling: Provide suitable installation equipment for pulling conductors into raceways or conduits. Use ropes of polyethylene, nylon or other suitable material to pull in conductors. Attach pulling lines to conductors by means of woven basket grips or by pulling eyes attached directly to conductors. All conductors to be installed in a single conduit shall be pulled in together.

4.2 Cable Lubricants: All cable lubricants shall be UL listed, and shall be certified by their manufacturer to be non-injurious to the insulation on which they are used.

16H.5 INSTALLATION OF BUILDING WIRE (600 VOLTS AND UNDER)

5.1 Feeders: Run all feeders their entire length in continuous pieces without joints or splices, insofar as practical.

5.2 Sizes: No wire shall be smaller than No. 12 except for signal or control circuits, and except for individual lighting fixture taps as permitted by the National Electrical Code.

5.3 Identifying Tags: Non-ferrous; stamped to clearly identify each circuit. Securely fasten tags to all cables, feeders and power circuits in pull boxes, lighting, power and distribution panelboards, etc.

5.4 Bundling Conductors; Bundle all conductors in panelboards, cabinets and the like, using marlin twine lacing or nylon straps made for the purpose. Bundle conductors larger than No. 10 in individual circuits. Bundle smaller conductors in larger groups.

16H.6 MOUNTING HEIGHTS

6.1 Where mounting heights are indicated on the drawings, the device shall be installed with the centerline of the device at the indicated height.

6.2 In general, devices which are shown to be installed at counters or other millwork, unless noted. Wall switches shall be installed on the strike side of the door as finally hung.

6.3 Unless otherwise noted on the drawings, or directed by the Owner, install devices at the following heights.

DEVICE	MOUNTING HEIGHT
Wall Switch	48"
Receptacle	18"
Telephone & Data Outlet	18"

6.4 Observe all ADA requirements when mounting devices in areas designated as "handicap" or "accessible".

SECTION 16I - SERVICE CONNECTIONS:

1. Verify power company service requirements for this project prior to bid. Include all charges by Power Company in original bid.

SECTION 16J - LOAD BALANCING:

1. The contractor shall carefully balance his electrical loads between the various phases. When the facilities are under use at their heaviest loading periods, tests shall be run on the "hot" conductors in each feeder to a panel and any unbalance shall be corrected to a point that no conductor's load shall be more than 10% high or low (maximum unbalance of 20%) in amperes.

SECTION 16K - SERVICE AND EQUIPMENT GROUNDING:

1. Provide adequate and permanent service neutral and equipment grounding in accordance with the National Electrical Code, and subject to the following additional requirements.

2. Connect the service ground and equipment ground to a common point within the metallic enclosure containing the main service disconnecting means. From the common point of connection of the service ground and equipment ground, run in conduit a combined service and equipment grounding conductor without joint of splice to the main water service pipe and connect it thereto with an approved bolted pressure clamp. Clean all contact surfaces thoroughly before connection, to assure good metal to metal contact. Bond the conduit to the grounding conductor at each end. Supplement the water pipe ground with an additional electrode which shall be 10' long by 3/4 inch diameter copperclad steelground rod. Attach the electrode to the water pipe and to the service/equipment grounding conductor.

3. Size grounding conductors in accordance with National Electrical Code Section 250.

4. The building structure steel frame shall be grounded to the building service ground electrode, using the conductor size specified in National Electrical Code Section 250.

SECTION 16L - GROUNDING RACEWAYS:

1. Assure the electrical continuity at all metallic raceway systems, pulling up all conduits and/or locknuts wrench light. Where the flexible metallic conduit is employed, provide a green-insulated grounding jumper installed in the flexible conduit. Install a separate green-insulated conductor in each non-metallic conduit.

2. Provide grounding bushings on all service raceways terminating within panelboards, cabinets, and all other enclosures. Provide grounding conductors from such bushings to the frame of the enclosure and to the ground bus or equipment grounding strap. Size grounding conductors in accordance with NEC Section 250.

SECTION 16M - EQUIPMENT GROUNDING CONDUCTORS:

1. Provide a separate, green-insulated copper grounding conductor, with insulation of the same rating as phase conductors, for each feeder and for each branch circuit installed. Install the grounding conductor in the same raceway with the related phase and neutral conductors, and connect the grounding conductor to pull boxes at intervals of 100 feet or less, to each raceway. Connect all grounding conductors to bare grounding bars in panelboards, and to ground buses in service equipment to the end that there will be an uninterrupted grounding circuit from the point of a ground fault back to the point of connection of the equipment ground and system neutral. Size all these grounding conductors per NEC Section 250.

SECTION 16N - EQUIPMENT WIRING:

1. Connect complete for operation all items of heating and air conditioning, refrigeration, kitchen equipment, washers, dryers, modular furniture and all other electrical devices furnished by the Owner of under other Divisions of the specifications. Outlets of various types have been indicated at equipment locations, but no indications of exact location or scope of the work are shown on the drawings. Refer to the Owner and to the various Contractors for the work under the other Divisions for the scope of connections to equipment furnished by them and for the exact locations of all items.

2. Where disconnect switches or circuit breakers are not provided integral with control equipment for motors and other electrical appurtenances, provide and install all disconnect switches required by the National Electircal Code and/or as indicated.

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
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575.626.8786

MONTY BRADSHAW
NEW MEXICO
15388
REGISTERED PROFESSIONAL ENGINEER
10/31/2025

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

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SHEET NAME
ELECTRICAL SPECIFICATIONS

SHEET NUMBER:
ES201

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 5.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending approval of a budget adjustment to establish the full FY26 EMS operating and personnel budget. (Chavez)

BACKGROUND:
Initiated by: Steve Chavez

City Council requested a comprehensive presentation of the Emergency Medical Services (EMS) program budget to understand its full operational and personnel costs ahead of the planned transition to a City-operated EMS service beginning July 2026. Establishing this FY26 budget is a necessary step to align current-year financials with long-term operational planning for the upcoming takeover. The FY26 EMS budget includes all essential personnel costs such as wages, overtime, benefits, and related payroll obligations. It also includes the operating costs required to sustain EMS readiness, including medical supplies, communications equipment, training, fuel, and other essential operating expenses necessary to meet state EMS compliance standards. Developing the full FY26 EMS budget provides the foundation for financial modeling and operational readiness as the City prepares for complete EMS service integration in FY26--FY27.

FINANCIAL CONSIDERATION:
Financial Impact: Budget Adjustment Needed

Budget adjustments for this item include the establishment of expenditure authority for the FY26 EMS personnel and operating costs within the appropriate fund and department structure.

LEGAL REVIEW:
No legal review is required for this budget adjustment.

BOARD AND COMMITTEE ACTION:
Public Safety Committee recommended approval 5-0 on November 18, 2025, and recommended to the Finance Committee.
Consider recommending approval of the FY26 EMS budget adjustment.

STAFF RECOMMENDATION:
Staff recommends approval of the FY26 EMS operating and personnel budget adjustment to ensure proper funding for current EMS operations and to support the City's planned EMS service takeover in July 2026.

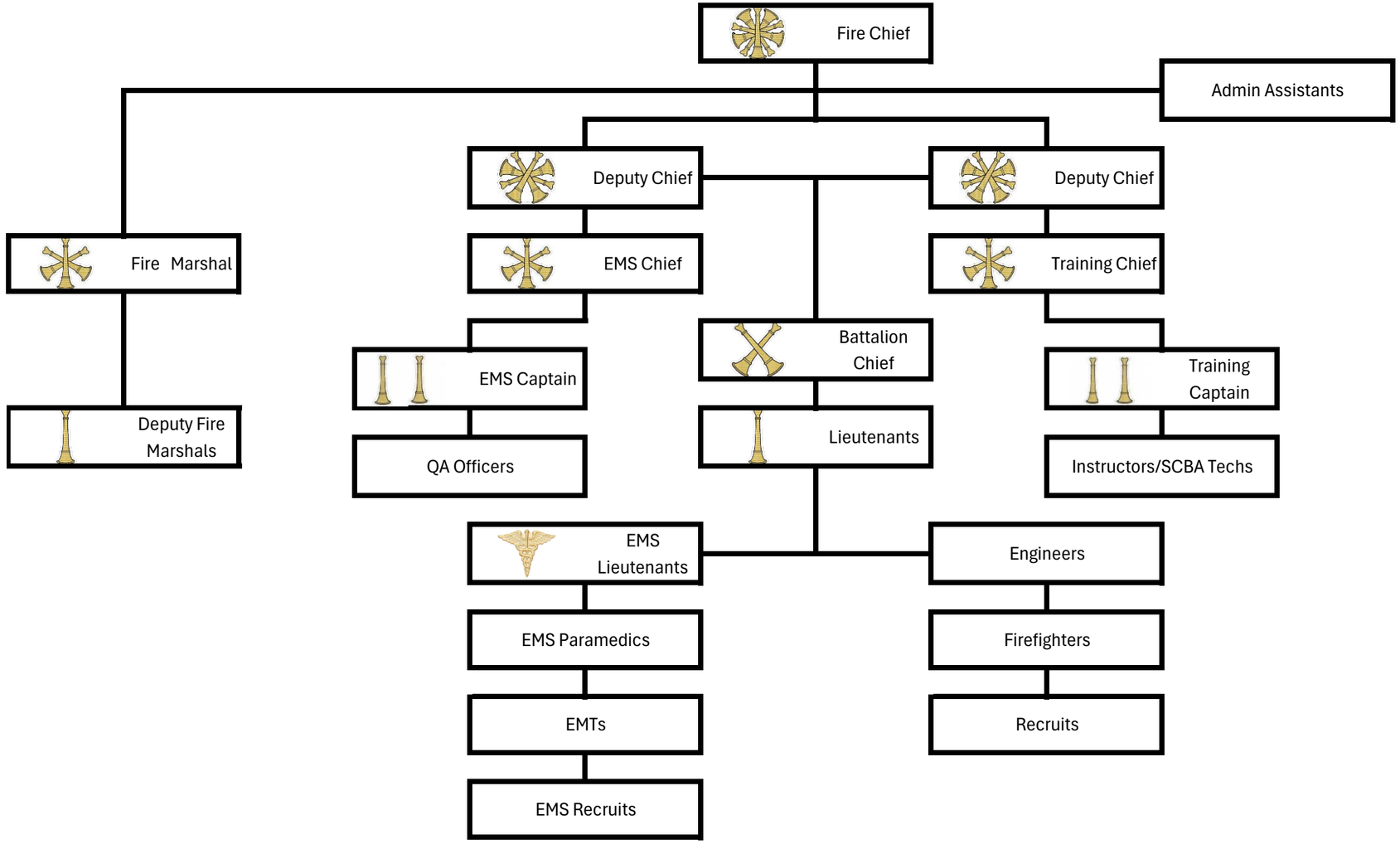
Attachments

EMS Payroll
Organizational Chart
Startup EMS Budget
Spending Plan

Job Title	Wages	Fire Bilingual Pay	Fire Response Specialist	Fire Educ Incent-Bachelor	Phone Allowance	Administrative Fee	FICA Tax 6.20%	Group Life Insurance	Health Care	Medicare 1.45%	NMRHCA 2.00%	PERA 11.80%	W/C	Total Compensation
EMS Captain	$86,886.41	$276.96	$1,804.93	$1,203.20	$810.00	$21.64	$5,640.85	$84.72	$24,110.64	$1,319.23	$1,819.63	$10,735.82	$10.20	$134,724.23
EMS Lieutenant	$47,972.86	$276.96	$0.00	$1,203.20	$0.00	$21.64	$3,066.90	$84.72	$24,110.64	$717.07	$989.06	$5,835.46	$10.20	$84,288.71
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Paramedic	$47,019.44	$276.96	$0.00	$1,203.20	$0.00	$21.64	$3,006.98	$84.72	$24,110.64	$703.24	$969.99	$5,722.95	$10.20	$83,129.96
Paramedic	$47,019.44	$276.96	$0.00	$1,203.20	$0.00	$21.64	$3,006.98	$84.72	$24,110.64	$703.24	$969.99	$5,722.95	$10.20	$83,129.96
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Advanced EMT	$35,651.72	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,302.18	$84.72	$24,110.64	$538.41	$742.64	$4,381.56	$10.20	$69,323.87
Advanced EMT	$35,651.72	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,302.18	$84.72	$24,110.64	$538.41	$742.64	$4,381.56	$10.20	$69,323.87
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Basic EMT	$33,578.48	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,173.64	$84.72	$24,110.64	$508.35	$701.17	$4,136.92	$10.20	$66,805.92
Basic EMT	$33,578.48	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,173.64	$84.72	$24,110.64	$508.35	$701.17	$4,136.92	$10.20	$66,805.92
Basic EMT	$33,578.48	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,173.64	$84.72	$24,110.64	$508.35	$701.17	$4,136.92	$10.20	$66,805.92
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Basic EMT	$33,578.48	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,173.64	$84.72	$24,110.64	$508.35	$701.17	$4,136.92	$10.20	$66,805.92
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Basic EMT	$33,578.48	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,173.64	$84.72	$24,110.64	$508.35	$701.17	$4,136.92	$10.20	$66,805.92
Basic EMT	$33,578.48	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,173.64	$84.72	$24,110.64	$508.35	$701.17	$4,136.92	$10.20	$66,805.92
Admin Asst Sr	$44,326.62	$276.96	$0.00	$1,203.20	$0.00	$21.64	$2,840.02	$84.72	$24,110.64	$664.20	$916.14	$5,405.20	$10.20	$79,859.54
Total	**$1,877,817.89**	**$13,017.12**	**$1,804.93**	**$56,550.40**	**$810.00**	**$1,017.08**	**$120,902.63**	**$3,981.84**	**$1,133,200.08**	**$28,274.92**	**$38,999.98**	**$230,100.00**	**$479.40**	**$3,506,956.27**

	Hourly Rate	Overtime	Overtime Hourly Rate	Hours	Total per Employee	# of Employees	Total Overtime
Basic EMT	$16.14	1.5	24.21	840	20336.40	15	$305,046.00
Advanced EMT	$17.14	1.5	25.71	840	21596.40	15	$323,946.00
Paramedic	$22.60	1.5	33.90	840	28476.00	12	$341,712.00
Lieutenant	$23.06	1.5	34.59	840	29055.60	3	$87,166.80
Captain	$41.77	N/A	N/A	N/A	N/A	N/A	N/A
	$120.71		$118.41		$99,464.40		$1,057,870.80

	$3,755,877.20	$26,040.24	$3,846.68		$200,548.80	$2,079.16	$2,357,546.86	$7,963.68	$2,266,400.16	$56,549.84	$77,999.96	$460,200.00		$7,013,912.54


Fire Chief
Admin Assistants
Deputy Chief
Deputy Chief
Fire Marshal
EMS Chief
Training Chief
Battalion Chief
EMS Captain
Training Captain
Deputy Fire Marshals
Lieutenants
QA Officers
Instructors/SCBA Techs
EMS Lieutenants
Engineers
EMS Paramedics
Firefighters
EMTs
Recruits
EMS Recruits

ORG	OBJ	ACCOUNT DESCRIPTION	PROPOSED BUDGET		December	January	Febuary	March	Apil	May	June	**Totals**
55004125	511110	Full-Time Salaries	1949190.34		11227.01	11227.01	11227.01	32299.18	162432.52	162432.52	162432.52	553277.77
55004125	521210	Full-Time Overtime	1057870.8		0.00	0.00	0.00	0.00	88155.90	88155.90	88155.90	264467.70
55004125	541561	Phone Allowance	1080		90.00	90.00	90.00	90.00	90.00	90.00	90.00	630.00
55004125	551510	FICA Tax	120902.63		470.07	470.07	470.07	1236.79	10075.29	10075.29	10075.29	32872.87
55004125	551520	MEDC Tax	28274.92		109.93	109.93	109.93	289.19	2356.24	2356.24	2356.24	7687.70
55004125	561530	PERA	230100		894.65	894.65	894.65	2353.51	19175.00	19175.00	19175.00	62562.46
55004125	561535	NMRHCA	38999.98		151.63	151.63	151.63	398.89	3249.99	3249.99	3249.99	10603.75
55004125	571536	Adm Fee	1017.08		1.80	1.80	1.80	7.20	84.75	84.75	84.75	266.85
55004125	571540	Grp Ins	1137181.92		2016.28	2016.28	2016.28	8065.12	94765.16	94765.16	94765.16	298409.44
55004125	571550	W/C CmpFee	479.4		0.85	0.85	0.85	3.40	39.95	39.95	39.95	125.80
55004125	584201	Physicals	39465		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55004125	585901	EE Train	50000		0.00	0.00	0.00	0.00	7000.00	0.00	43000.00	50000.00
55004125	585902	EE Travel	5000		0.00	1000.00	0.00	4000.00	0.00	0.00	0.00	5000.00
55004125	585905	Recert Fee	4050		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
55004125	586101	Gen Unifrm	50000		50000.00	0.00	0.00	0.00	0.00	0.00	0.00	50000.00
55004125	614002	M&R-Bldg	15000		0.00	0.00	0.00	0.00	1250.00	1250.00	1250.00	3750.00
55004125	614004	M&R-Equip	15000		0.00	0.00	0.00	5000.00	0.00	0.00	0.00	5000.00
55004125	614012	M&R-Vehcle	75000		5000.00	0.00	0.00	25000.00	0.00	0.00	25000.00	55000.00
55004125	623401	Ins-Auto	24000		0.00	0.00	0.00	2000.00	2000.00	2000.00	2000.00	8000.00
55004125	635802	Util-MobPh	50000		50000.00	0.00	0.00	0.00	0.00	0.00	0.00	50000.00
55004125	636302	Util-Elect	25000		0.00	0.00	0.00	0.00	2083.33	2083.33	2083.33	6249.99
55004125	636303	Util-Gas	10000		0.00	0.00	0.00	0.00	833.33	833.33	833.33	2499.99
55004125	636304	Util- Water	50000		0.00	0.00	0.00	0.00	4166.66	4166.66	4166.66	12499.98
55004125	642901	NC-Comptr	42500		42500.00	0.00	0.00	0.00	0.00	0.00	0.00	42500.00
55004125	642902	NC-Tools	36000		36000.00	0.00	0.00	0.00	0.00	0.00	0.00	36000.00
55004125	642903	NC-F&F	20000		20000.00	0.00	0.00	0.00	0.00	0.00	0.00	20000.00
55004125	642904	NC-Eqpmnt	45000		45000.00	0.00	0.00	0.00	0.00	0.00	0.00	45000.00
55004125	654801	Cnt-ProSvc	58000		58000.00	0.00	0.00	0.00	0.00	0.00	0.00	58000.00
55004125	663301	Cmptr-Subs	77135		52135.00	0.00	0.00	25000.00	0.00	0.00	0.00	77135.00
55004125	672805	PubRel-adv	1000		1000.00	0.00	0.00	0.00	0.00	0.00	0.00	1000.00
55004125	674700	pubRel-Prnt	1000		1000.00	0.00	0.00	0.00	0.00	0.00	0.00	1000.00
55004125	715303	G&A-Licnse	1000		1000.00	0.00	0.00	0.00	0.00	0.00	0.00	1000.00
55004125	723200	Sup-Fluids	200000		2000.00	0.00	0.00	0.00	16667.00	16667.00	16667.00	52001.00
55004125	725601	Sup-Genrl	8500		4000.00	0.00	0.00	0.00	0.00	0.00	0.00	4000.00
55004125	725602	Sup-Office	5000		3000.00	0.00	0.00	0.00	0.00	0.00	0.00	3000.00
55004125	725605	Sup-EMS	300000		200000.00	0.00	0.00	100000.00	0.00	0.00	0.00	300000.00
55004125	725608	Sup-Janit	20000		0.00	0.00	0.00	1666.66	1666.66	1666.66	1666.66	6666.64
55004125	817503	Cap-BldgIm	100000		20000.00	60000.00	20000.00	0.00	0.00	0.00	0.00	100000.00
55004125	817505	Cap-Equip	50000		50000.00	0.00	0.00	0.00	0.00	0.00	0.00	50000.00
55004125	817506	Cap-Vhcle	80000		80000.00	0.00	0.00	0.00	0.00	0.00	0.00	80000.00
		Total	6022747.07		735597.22	75962.22	34962.22	207409.94	416091.78	409091.78	477091.78	**2356206.94**

December Spending Plan – Justification & Operational Need

Staffing Context

December marks the initial startup phase of the EMS Transport Program. At this time, the EMS Division consists of only one employee—EMS Captain Tamara Portillo. Because full onboarding of additional personnel begins in March and full staffing starts in April, December funding is critical for securing equipment, technology, supplies, and infrastructure with enough lead time for delivery prior to personnel arrival.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

Covers:

- Integration of future EMS personnel into ESO, CAD, 9th Brain, EMS Rx, and other city software
- Initial credentialing and licensing requirements
- Technology setup and program configuration

This prepares all systems ahead of the March onboarding surge.

Operating Expenses

$30,000 – Uniform Purchases (Advance Procurement)

Ensures uniforms are ordered early enough for March and April hires, avoiding supply delays.

$5,000 – Maintenance & Repair: EMS Captain Vehicle

Supports early maintenance and service needs prior to acquiring the dedicated EMS Captain vehicle.

$50,000 – Internet Infrastructure & Modems

Provides connectivity for ambulances and administrative vehicles, including hardware and activation fees.

$42,500 – Non-Capital Computers (CAD Tablets & iPads)

Purchases mobile data terminals and tablet devices required for field documentation and dispatch communication.

$36,000 – Medical Equipment (Advance Procurement)

Includes McGraths, suction units, drug boxes, and Knox boxes that must arrive before ambulance delivery.

$20,000 – Furniture & Fixtures

Beds, office furniture, lockers, and workspace items for EMS personnel spaces.

$45,000 – Non-Capital EMS Equipment

EMS bags, oxygen tanks, trauma kits, PPE, diagnostic tools, stair chairs, and other essential field supplies.

$58,000 – Professional Services

Medical Director and Pharmacist contracts, required for EMS licensing, medication handling, and protocol development.

$52,135 – Computer Subscriptions

Expand personnel within all existing and new subscriptions to cover additional costs.

$1,000 – Advertising & Recruitment

Public outreach for March and April staffing waves.

$1,000 – Printable Materials & Branding

Business cards, brochures, onboarding packets, and informational materials.

$1,000 – General Licensing

EMS service license, medication licensing, and regulatory fees.

$2,000 – Fuel (EMS Captain)

Fuel use for inspections, training, and coordination activities.

$4,000 – General Supplies

Consumables needed during initial startup.

$3,000 – Office Supplies

Filing systems, folders, clipboards, and administrative materials.

$150,000 – EMS Medical Supplies (Soft Supplies)

Medications, IV supplies, bandaging, splints, and full ambulance inventory for all EMS units.

$20,000 – Station 5 Remodel (Design Phase)

Architectural and engineering planning for future EMS accommodations.

$50,000 – CPR Machines (2 Units)

Mechanical CPR devices supporting high-acuity response.

$80,000 – EMS Captain Vehicle Purchase

Acquisition of a dedicated emergency-response EMS command vehicle.

January Spending Plan – Justification & Operational Need

Staffing Context

January continues the startup and procurement phase with EMS Captain Portillo as the sole employee. Funding ensures the project stays aligned with March onboarding and April full staffing.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

Supports ongoing integration into systems, licensing, and technology setup.

$1,000 – Travel to Santa Fe (ICIP Presentation)

For presenting Station 2 women's accommodations project to the state ICIP review board.

$60,000 – Station 5 Construction (Phase 1)

Beginning construction to accommodate EMS personnel and future ambulance operations.

February Spending Plan – Justification & Operational Need

Staffing Context

February finalizes preparations before hiring three EMS Lieutenant Paramedics in March.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

$20,000 – Furniture & Fixtures for Station 5

Beds, office furniture, lockers, and workspace fixtures for incoming EMS staff.

March Spending Plan – Justification & Operational Need

Staffing Context

March marks the onboarding of **three EMS Lieutenant Paramedics**. This month shifts from preparation to early operational development.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

Additional Personnel Costs

$45,000 – Three Lieutenant Paramedics (40-hr/week)

Responsibilities include:

- Preparing ambulances and equipment
- Developing onboarding and training materials
- Finalizing the FTO program
- Ensuring operational readiness

Full Staffing Preparation – Full-Time & Part-Time Personnel

Salary and benefit obligations for all EMS employees preparing for April operational readiness.

$4000 – Employee Travel

EMS Conference

$5,000 – Maintenance and Repair Equipment

Maintenance and service equipment to keep up to date with calibrations.

$25,000 – Vehicle Maintenance & Repairs

PM services, safety system repairs, tire servicing, mechanical corrections.

$2,000 – Ambulance Insurance

$25,000 – Computer Subscriptions

$75,000 – Supplies EMS

Late order supplies that have expiration dates

$1,650 – Janitorial Supplies for Expanded Staffing

APRIL Spending Plan – Justification & Operational Need

Need for Early Personnel Expansion

April represents a critical turning point in the development of the EMS Transport Program. The department must prepare for the possibility of an early takeover of EMS transport operations. To meet this potential accelerated timeline, newly hired employees must complete all City of Roswell onboarding processes and become fully trained in Roswell Fire Department (RFD) rules, regulations, procedures, and expectations. Early hiring ensures the EMS Division has adequate time to build competency, validate skills, and fully integrate personnel before the program becomes operational.

Staffing Context

April marks the most significant staffing expansion to date. In addition to the EMS Captain and three Lieutenant Paramedics hired in March, the department begins onboarding full-time and part-time EMS personnel required for 24/7 ambulance operations. April funding supports the complete transition from startup and planning to full workforce development.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

Supports continued oversight of administrative onboarding, licensing, credentialing, and system integration for all incoming EMS personnel.

Additional Personnel Costs (Lieutenant Paramedics)

$45,000 – Lieutenant Paramedics (Three Positions)

Lieutenants continue overseeing onboarding, field training preparation, and implementation of the Field Training Officer (FTO) program. They assist with operational setup, equipment allocation, and workforce coordination.

Full Staffing – Full-Time and Part-Time Personnel

Covers salary and full benefits for all new EMS personnel. Supports competency validation, onboarding, integration into daily operations, and compliance with training, scheduling, and certification requirements.

Training

$7,000 – New Hire Training and Certifications

Includes costs associated with:

- EVOC certification
- ACLS, PALS, CPR refreshers
- ESO/CAD/9th Brain software training
- Equipment training from vendor representatives (monitors, gurneys, etc.)

Ensures all new personnel meet RFD and Medical Director standards before operational deployment.

Maintenance & Repair – Buildings

$1,250 – Facility Maintenance and Repairs

Supports station adjustments needed to accommodate increased EMS staffing, including workspace modifications, minor repairs, and readiness improvements.

Insurance

$2,000 – Insurance for Ambulances

Provides liability coverage as additional vehicles become activated for training or operational readiness.

Utilities

$7,000 – Utilities Adjustment for Expanded Staffing

Covers increased water, electric, and gas usage due to expanded personnel presence at stations.

$10,500 – Fuel for Ambulances

$1,650 – Janitorial Supplies

Supports cleanliness and sanitation requirements across facilities as staffing increases.

MAY Spending Plan – Justification & Operational Need

Need for Early Personnel Expansion

May continues the accelerated preparation timeline for EMS transport service activation. All new EMS personnel hired in April must complete remaining onboarding steps, participate in skill validation, and integrate fully into RFD operations. Maintaining staffing stability and training momentum is critical to meeting anticipated operational deadlines.

Staffing Context

By May, the EMS Division is fully staffed with the EMS Captain, three Lieutenant Paramedics, and all full-time and part-time EMS personnel. May focuses on sustaining operational readiness, reinforcing training, and ensuring compliance with RFD procedures and state EMS regulations.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

Covers ongoing integration, credentialing, and oversight required for full EMS staffing.

Additional Personnel Costs (Lieutenant Paramedics)

$45,000 – Lieutenant Paramedics (Three Positions)

Lieutenants continue supervising skill development, operational preparation, and the Field Training Officer (FTO) program.

Full Staffing – Full-Time and Part-Time Personnel

Supports salaries and benefits for all EMS employees. Ensures personnel meet competency standards, shift scheduling requirements, and operational readiness benchmarks.

$1,250 – Facility Maintenance and Repairs

Supports continued adjustments and upgrades to accommodate staffing increases, including workspace modifications and minor structural needs.

$2,000 – Insurance for Ambulances

Maintains required operational insurance coverage as EMS activities expand.

$7,000 – Utilities Adjustment for Expanded Staffing

Reflects additional consumption of water, electricity, and gas due to personnel occupying fire stations daily.

$10,500 – Fuel for Ambulances

Supports daily training operations, equipment checks, and early deployment activity.

$1,650 – Janitorial Supplies

Ensures all occupied facilities remain clean, sanitary, and compliant with operational standards.

JUNE Spending Plan – Justification & Operational Need

Need for Continued Personnel Support

June is a critical stabilizing month as the department approaches the anticipated launch of EMS transport operations. All EMS personnel must be fully prepared for deployment, complete remaining training requirements, and maintain operational readiness. June funding supports the sustained functioning and reliability of the EMS workforce and fleet.

Staffing Context

By June, the EMS Division contains the full complement of EMS personnel: EMS Captain, three Lieutenant Paramedics, and all full-time and part-time hires. The focus this month centers on operational consistency, readiness validation, and system-wide coordination.

Personnel Costs (EMS Captain Only)

$15,000 – Initial Personnel Onboarding Expenses

Continues administrative oversight, credential processing, and system management for all EMS personnel.

Additional Personnel Costs (Lieutenant Paramedics)

$45,000 – Lieutenant Paramedics (Three Positions)

Lieutenants maintain supervisory responsibilities, support field-readiness activities, coordinate deployment protocols, and ensure training alignment with Medical Director and departmental expectations.

Full Staffing – Full-Time and Part-Time Personnel

Funds salaries, benefits, and final operational integration tasks for all EMS staff.

Training

$43,000 – Continuing Education and Advanced Licensure Programs

Covers:

- Mandatory continuing education
- Advanced clinical certifications
- Online and in-person training
- Paramedic/AEMT licensure advancement courses

Ensures all staff maintain clinical competency and advanced skill capacity.

$1,250 – Facility Maintenance and Repairs

Supports regular facility upkeep needed to house fully staffed EMS operations.

$25,000 – Vehicle Maintenance and Repairs

Reflects the possibility that ambulances may have been in service for up to three months. Supports:

- Preventative maintenance
- Safety equipment repairs
- Tire servicing
- Mechanical and electrical adjustments
- Readiness for reserve units

Ensures safe and dependable fleet operations.

$2,000 – Insurance for Ambulances

Maintains required liability and operational insurance as the fleet remains active.

$7,000 – Utilities Adjustment for Expanded Staffing

Covers increased station utility demands from full EMS operations.

$10,500 – Fuel for Ambulances

Supports ongoing training mileage, pre-deployment drills, and early EMS response activity.

$1,650 – Janitorial Supplies

Supports cleaning and sanitation requirements for all EMS-occupied facilities.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 6.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending approval of a budget adjustment and authorization for the purchase of a Class A HME Pumper for the Roswell Fire Department. This procurement will be made through Sourcewell #113021-CSM (Chavez)

BACKGROUND:
Initiated by: Steve Chavez

The Roswell Fire Department is requesting approval to purchase a Class A HME Pumper to replace aging frontline equipment and ensure compliance with operational and safety standards. The total cost of the apparatus is $753,215.00. The City has been awarded $600,000.00 from the New Mexico State Fire Marshal's Office to support this purchase. A budget adjustment is required to recognize this grant revenue and establish expenditure authority within the appropriate fire protection fund. The remaining $153,215.00 required for the purchase will be funded by the Public Safety Fund. A budget adjustment is also needed to increase expenditure authority in the Public Safety Fund to cover the local match.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: 2265-443650 (State Grants - Fire Protection) -- $600,000.00

Expenses: 22654123-817506 (Fire Protection - Capital Outlay Vehicles) -- $600,000.00
55004125-817506 (Public Safety Fund - Capital Outlay Vehicles) -- $152,215.00

LEGAL REVIEW:
No legal review is required for this budget adjustment.

BOARD AND COMMITTEE ACTION:
Public Safety Committee recommended approval 5-0 on Novemeber 18, 2025 and recommended to the finance committee with recommendation to the consent agenda. Consider recommending approval of the budget adjustments and purchase of the Class A HME Pumper for the Roswell Fire Department.

STAFF RECOMMENDATION:
Staff recommends approval of the budget adjustment and authorization to purchase the Class A HME Pumper

Attachments

Public Safety Ordinance
Pumper

ORDINANCE 23-10

AN ORDINANCE ADOPTING A MUNICIPAL GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. **Imposition of Tax.** There is imposed on any person engaging in business in this municipality for the privilege of engaging in business in this municipality an excise tax equal to five-sixteenths of one percent (0.3125%) of the gross receipts reported or required to be reported by the person pursuant to the New Mexico Gross Receipts and Compensating Tax Act as it now exists or as it may be amended. The tax imposed under this ordinance is pursuant to the Municipal Local Option Gross Receipts Taxes Act as it now exists or as it may be amended and shall be known as the "unrestricted municipal gross receipts tax."

SECTION 2. **General Provisions.** This ordinance hereby adopts by reference all definitions, exemptions and deductions contained in the Gross Receipts and Compensating Tax Act as it now exists or as it may be amended..

SECTION 3. **Specific Exemptions.** No municipal gross receipts tax shall be imposed on the gross receipts arising from:

A. transporting persons or property for hire by railroad, motor vehicle, air transportation or any other means from one point within the municipality to another point outside the municipality;

B. a business located outside the boundaries of a municipality on land owned by that municipality for which a state gross receipts tax distribution is made pursuant to Subsection C of Section 7-1-6.4 NMSA 1978; or

C. direct broadcast satellite services.

SECTION 4. **Dedication.** Revenue derived from the above five-sixteenths (0.3125%) tax shall be used in the following priority:

A. To provide an ambulance system in good repair and to pay legitimate expenses of its operation;

B. All remaining funds shall be put into a special public safety fund for safety and medical equipment and vehicles.

SECTION 5. **Effective Date.** The effective date of the municipal gross receipts tax shall be either January 1, or July 1, whichever date occurs first after the expiration of three months from the date this ordinance is adopted, unless an election is held on the question of approving the ordinance, in which case the effective date shall be either January 1 or July 1, whichever date occurs first after the expiration of three months from the date when the results of the election are certified to be in

favor of the ordinance's adoption and the adopted ordinance is delivered or mailed to the Taxation and Revenue Department.

PASSED, ADOPTED, SIGNED and APPROVED 14th day of September.

CITY SEAL

Timothy Z. Jennings, Mayor

ATTEST

Amalia Martinez, City Clerk

ORDINANCE 24-20

AMENDING THE DEDICATION OF A MUNICIPAL LOCAL OPTION GROSS RECEIPTS TAX

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO that Section 4 of Ordinance Number 23-10, effective January 1, 2024, and imposing a five-sixteenths of one percent (0.3125%) tax is amended to read:

Section 4. Dedication. Revenue derived from the above five-sixteenths of one percent (0.3125%) tax shall be used in the following priority:

A. To provide an ambulance system in good repair and to pay legitimate expenses of its operation;

B. Create and maintain an ambulance service fund of no less than three million dollars ($3,000,000.00);

C. All remaining funds shall be expended exclusively for wages and equipment for the Roswell Fire Department, Roswell Police Department, Consolidated Dispatch, and Emergency Management.

The effective date of this amendment shall be (January 1 or July 1), whichever date occurs first after the expiration of at least three months from the date this ordinance is delivered or mailed to the Taxation and Revenue Department.

PASSED, ADOPTED, SIGNED, and APPROVED 14th day of November, 2024.

CITY SEAL

ATTEST

Amalia Martinez, City Clerk

Timothy Z. Jennings, Mayor

THIS DRAWING IS AN OVERALL REPRESENTATION OF THE APPARATUS AS PROPOSED.

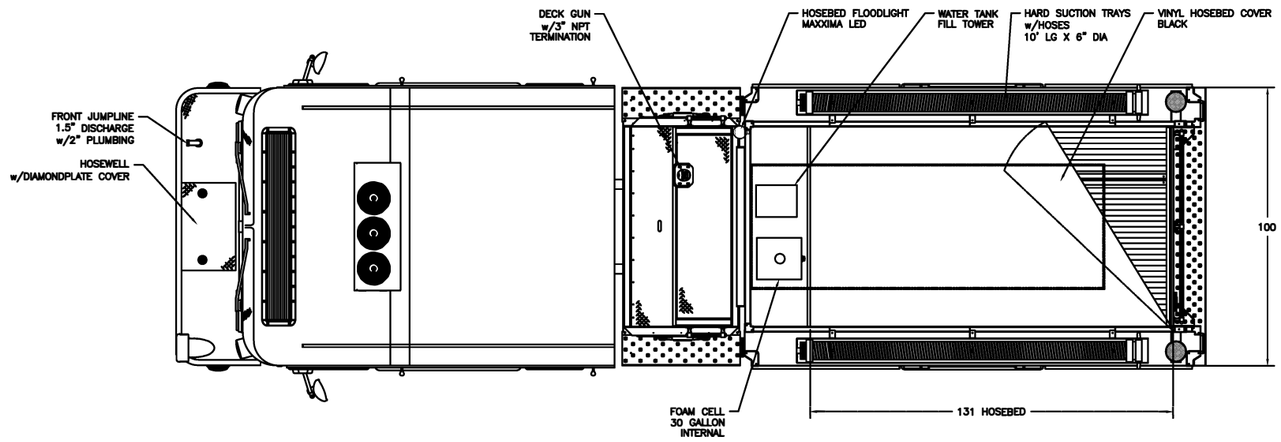
THE EXACT DIMENSIONS, LOCATIONS OF ACCESSORIES AND/OR COMPONENTS MAY BE REVISED PENDING COMPLETE ENGINEERING OF THE CUSTOM REQUIREMENTS OF THE INDIVIDUAL APPARATUS ORDER.

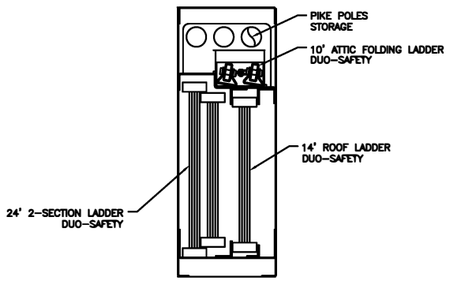
IF THERE IS A DISCREPANCY BETWEEN THE BODYBUILDER PRINT AND THE WRITTEN PROPOSAL; THE SPECIFICATIONS WITHIN THE PROPOSAL PREVAIL.

This drawing along with any changes made and initialed by both the "Fire Department" & HME, Inc. represents what will be constructed and supplied to the "Fire Department." Any changes to the contract specifications and drawing after today's date will be addressed via appropriate change order signed and approved by both the "Fire Department" & HME, Inc.

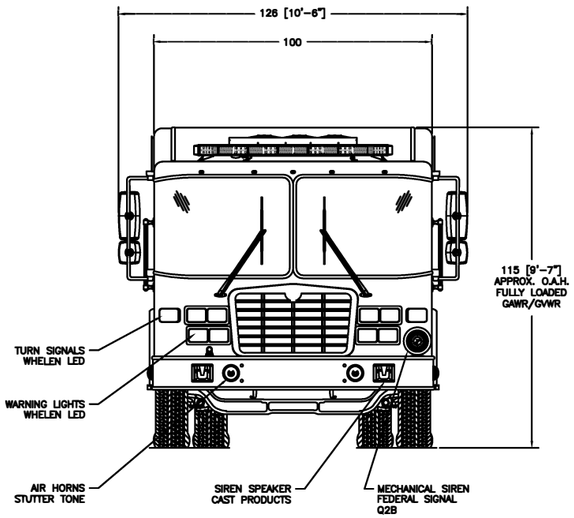
APPROVED BY:_____ TITLE: _____
FIRE DEPARTMENT

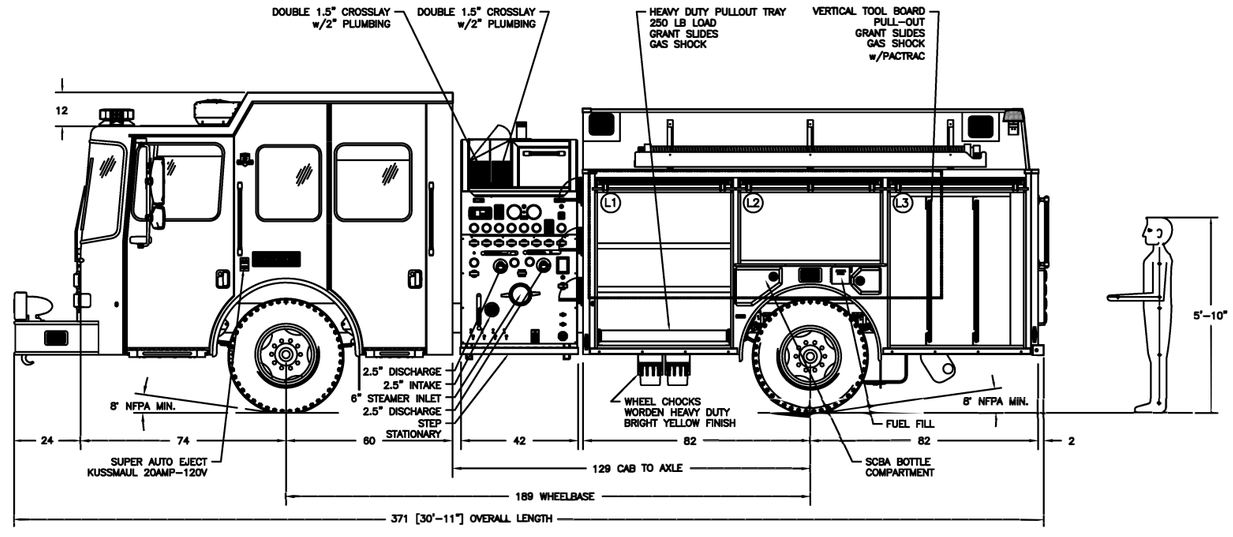
APPROVED BY:_____ TITLE: _____
HME, Incorporated

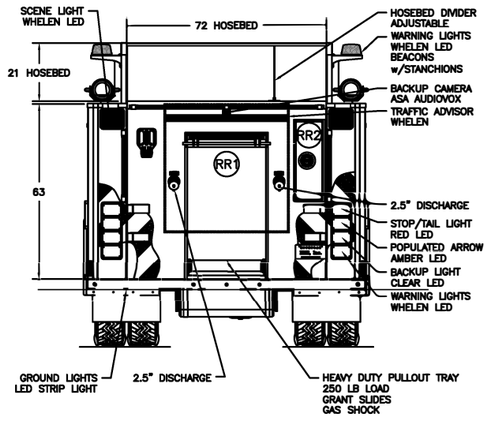




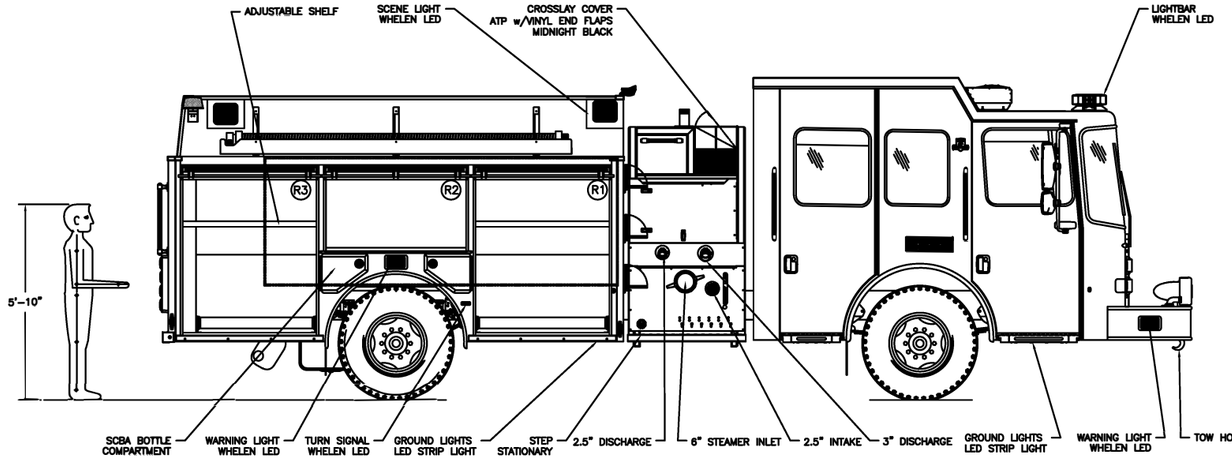
ON BEAM
LADDER STORAGE







COMPARTMENTATION						
	BEHIND DOOR			CLEAR OPENING		
COMPT.	WIDTH	HEIGHT	DEPTH	DOOR WIDTH	DOOR HEIGHT	COMPT. VOLUME
L1:	56"	63"	24"	47"	55"	49 FT³
L2:	52"	33"	24"	49½"	24½"	23.8 FT³
L3:	51"	63"	24"	47½"	55"	44.6 FT³
R1 LOWER:	56"	30"	24"	47"	55"	23.3 FT³
R1 UPPER:	56"	33"	12"	47"	55"	12.8 FT³
R2:	52"	33"	12"	49½"	24½"	11.9 FT³
R3 LOWER:	51"	30"	24"	47½"	55"	21.3 FT³
R3 UPPER:	51"	33"	12"	47½"	55"	11.7 FT³
RR1:	48"	62"	22"	27"	46"	38.5 FT³



CREATED WITH AutoCAD®

D	JB	10 APR '24	HOSEBED HEIGHT CORRECTION
C	JB	22 MAR '24	CHANGE ORDER 3
B	JB	16 FEB '24	CHANGE ORDER 1/TITLE BLOCK UPDATE
A	JB	1 DEC '23	ORIGINAL RELEASE
LET	BY	DATE	REVISION

1950 BYRON CENTER AVE.
WYOMING, MI. 49519

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTERESTS OF HME. INC.

NAME
MES CORE22 HIGH END

DRAWN	DATE	APPROVED	DRAWING FILE
J. BAXTER	21 NOV '23	N/A	24195-24210 - MES CORE22 HIGH END REV D.DWG

THIRD ANGLE PROJECTION	SIZE	NUMBER	SCALE
	B	24195-24210	NTS
			SHEET 1 OF 1

PROPOSAL TO
FURNISH FIRE APPARATUS

November 12, 2025

Roswell Fire Department
Fire Chief Chavez
200 S Richardson
Roswell, NM 88201

MES hereby proposes to supply, subject to your acceptance of this proposal and the proper signing and execution of the attached contract or purchase order, by the parties thereto, the apparatus and equipment herein described, and for the following prices listed below.

One (1) Custom Pumper, Model 22 Premier on an HME 1871 Custom Chassis with all equipment as described in the attached MES proposal, for the sum of:

$753,215.00 total

This price includes an industry-leading 3-year bumper-to-bumper warranty, delivery, NFPA apparatus familiarization at the buyer's location, and a pre-delivery inspection by our certified technicians. The proposal also includes the Sourcewell Buying Cooperative fee.

No federal, state, or local taxes are included currently.

Delivery shall be approximately sixty (60) to ninety (90) days from the date of execution of the agreement, depending on the options selected.

The apparatus and equipment shall be manufactured in accordance with the attached specifications, which will become a part of the contract. Only those items included in the attached proposal shall be supplied. Delivery shall be made within the time specified above after receipt and acceptance by MES of the properly signed and executed contract and addendum(s). The delivery time indicated is based on the best delivery knowledge available at this time. Delivery shall be contingent upon delays or failure to deliver from our suppliers, delays caused by, or resulting from labor problems, chassis shortages, strikes, fire, flood, accidents, or other acts of God, or any other circumstances which are beyond the control of this corporation.

TERMS OF PAYMENT: All apparatus shall be paid for upon delivery of the completed apparatus.

All prices or quotations are subject to change or withdrawal unless accepted within 30 days from the date herein set forth.

Having multiple sales representatives and service capabilities in the State of New Mexico will serve the needs of the Roswell Fire Department for years to come.

If you have any questions, please don't hesitate to contact me.

Thank you!

Respectfully submitted,



Shannon Cherry
Apparatus Sales Manager NM
MES Life Safety

Options for Roswell NM Fire Department

CREW SEAT REMOVAL

Removal of two (2) forward-facing SCBA seats in the rear of the cab shall be completed.

EMS STORAGE COMPARTMENT

There shall be one (1) full-height EMS storage compartment provided and installed in the cab with the door opening facing the front of the cab.

The approximate dimensions of the compartment shall be 40.00 inches wide by 20.00 inches deep.

The door opening shall be a minimum of 35.50 inches wide. The bottom of the cabinet shall contain a panel to raise the floor to maintain a flat floor 2.00 inches above the floor of the cab.

The interior side walls of the cabinet shall be fitted with channels for the installation of adjustable shelves.

EMS COMPARTMENT LOCATION

The EMS compartment shall be installed along the interior rear wall of the cab, center position.

EMS COMPARTMENT FINISH-BLACK

The interior and exterior of the EMS compartment shall be completed with a black powder coated paint finish for durability.

ROLL-UP DOOR

The EMS compartment shall be provided with a roll-up door.

The roll-up door shall be constructed of double-sided aluminum extrusions connected with a ball and socket joint. The extrusions shall be 1.375 inches wide by .375 inches thick with satin anodized finishing. A flexible EDPM extrusion shall be provided between each slat to ensure a weather-tight seal. Aluminum extrusions shall be individually replaceable without disassembling the entire door by removing push-out clips on each end.

Side channels for each door to ride in shall be provided with Santoprene seals to prevent dirt and moisture from entering the exterior compartment. A single-piece top drip rail shall be provided with a Santoprene seal to prevent dirt and moisture from entering the compartment when the door is fully closed. The bottom of each door shall also be provided with a Santoprene seal. All non-metallic parts shall be glass-filled nylon.

ROLL-UP DOOR LATCH

The door latch shall be keyed locking stainless steel lift bars and shall be provided with a magnetic door switch system.

ALUMINUM SHELVES - ADJUSTABLE - EMS COMPARTMENT

The full-depth EMS compartment shelving shall be made from 0.190-inch smooth aluminum sheet material and shall have a flange 1.50 inches deep.

Each shelf shall be adjustable in height and held in place by extruded uprights.

There shall be a total quantity of two (2) provided.

DRI-DECK MATTING - SHELVES

The surface of two (2) aluminum shelves shall be covered with black colored, rigid Dri-Deck mat for improved ventilation that shall also provide a non-slip surface.

EMS COMPARTMENT LIGHTING

Two (2) LED strip lights shall be provided and mounted inside the cabinet, one (1) on each side of the exterior access roll-up door.

These lights shall be activated by the door switch.

110 VOLT RECEPTACLE

One (1) 120-volt AC, single receptacle shall be provided with a weatherproof cover centered in the upper portion of the EMS compartment.

This receptacle shall be wired to the shoreline connection for charging devices stored in the EMS compartment.

OUTLET CONFIGURATION

The electrical outlet shall be a NEMA 5-20, rated at 120-volt AC, 20-amp, duplex, straight-blade receptacle.

TOOL BOARD - PAC TRAC RIGHT AND LEFT SIDE OF EMS CABINET

Pac Trac tool boards 40 inches by 17 inches shall be installed on the right and left outward-facing sides of the EMS cabinet.

FRONT SCENE LIGHT LOCATION

There shall be one (1) brow light mounted center on the front brow of the cab.

SCENE LIGHT MODEL

A Hi-Viz LED brow light model FT-MB-24-F lamp head shall be provided and installed.

The lamp head shall have twenty-four (24) Cree XP-G2 white LEDs with a flood pattern for scene lighting.

The lamp head shall be no more than 2.063 inches high x 31.00 inches wide x 2.50 inches deep.

LIGHT HOUSING

Each lamp head shall be powder-coated with a white finish.

SCENE LIGHT ACTIVATION

The cab forward brow lighting shall be activated by one (1) smart switch installed in the driver's side switch panel in the cab.

LOWERED CHASSIS CAB STEPS

There shall be bolt-on auxiliary steps for all four (4) cab entry doors that shall be lowered to provide a manageable ground-to-first-step distance. These steps shall be open style for ease of access and constructed with a non-skid stepping surface.

GRAPHICS PACKAGE

CUSTOM REV DESIGNS, INC 22k Gold - Engine Turn
1" Striping - Cab length beneath windows, Hose bed length Front Cab Door - "Roswell Fire Dept. E-1 & E-6" - 28" x 12" Hose bed Top - "ROSWELL" - 8" Lettering
Front Cab - "RFD Founded 1889" - Split between left and right side - 16" x 5" approx. Installed

ADDITIONAL HOSEBED DIVIDERS

One (1) additional adjustable hose bed divider shall be provided and installed. The divider shall be fabricated from a .25-inch-thick smooth aluminum plate, 5052-H32 alloy.

The rear end of the divider shall have a 3.00-inch radius corner and shall be sanded and deburred to prevent damage to the hose.

There shall be two (2) handhold openings provided. One (1) at the rear in a vertical position and one (1) approximately 24.00 inches in from the rear in a horizontal position at the top of the divider.

FULL-DEPTH ALUMINUM SHELVING – ADJUSTABLE

The full-depth shelving shall be made out of .190-inch smooth aluminum sheet material and shall have a flange 1.50 inches deep.

Each shelf shall be adjustable in height and held in place by extruded uprights.

There shall be a total quantity of one (1) provided in the RR1 rear compartment.

MODIFICATIONS TO R2 COMPARTMENT

SWING-OUT VERTICAL TOOL BOARD - PAC TRAC

A Pac Trac swing-out tool board shall be installed in the compartment.
The tool board shall be attached to the vertical extruded upright mounting channel using a swing-out assembly kit with a locking device.

MODIFICATIONS TO L2 COMPARTMENT

Install one (1) full-depth tray made of .190-inch smooth aluminum sheet material, which shall have a flange 1.50 inches deep.

The tray shall be height-adjustable, pull-out, and down, held in place by extruded uprights and mounted in the L2 compartment.

MES Pumper 22 Premier as Built Specifications

MAXIMUM OVERALL LENGTH REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum overall length.

MAXIMUM OVERALL HEIGHT REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum overall height.

MAXIMUM WHEELBASE REQUIREMENT

The apparatus specified shall be constructed with no restrictions to the maximum wheelbase.

MAXIMUM OVERALL WIDTH

The apparatus specified shall be constructed as detailed and shall NOT exceed a Maximum Overall Width of 102.36 inches to meet Federal Highway Administration width limits for commercial motor vehicles.

This dimension shall include the primary construction of the apparatus body and chassis cab. Any peripheral items shall not be incorporated into this measurement.

The peripheral items included, but not limited to, are: Fenderettes, Mirrors, Lights, Handrails, Front Bumpers, Cab Steps, Overlays, Etc.

ANGLE OF APPROACH REQUIREMENT

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of the NFPA 1901 Guideline.

ANGLE OF DEPARTURE REQUIREMENT

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of the NFPA 1901 Guideline.

IN-SERVICE WEIGHT

The apparatus shall be designed to provide an equipment allowance up to 2500 pounds in compliance with the current edition of the NFPA 1901 Guideline.

INSTRUCTIONS TO BIDDERS

Bidders are requested to read the complete bid invitation carefully and submit their proposals in strict accordance with the requirements set forth.

Any questions regarding this specification must be submitted in writing and be received by the Fire Chief a minimum of ten (10) business days prior to the bid opening date. Clarifications, corrections and/or changes shall be sent out in writing via fax to all prospective bidders.

The purchaser reserves the right to reject any or all bids or accept any bid presented which meet or exceed these specifications and which the purchaser may deem shall be in the best interest of the City regardless of the amount proposed.

The complete apparatus shall be manufactured within the continental United States. Vehicles manufactured outside of the continental USA shall not be considered. No exceptions will be permitted to this section of the document.

EXCEPTIONS TO SPECIFICATIONS

It shall be mandatory for any prospective bidder that deviates from the proposed specifications to give a full description of all deviations.

When the bidder checks the "yes" column in the bid the bidder is making testimony that the bidder is in full compliance with the entire paragraph.

Where bidder's specifications and/or construction differ in any way from the bid specification, a full and complete description in specification shall be required. Drawings shall also be required to show alternative construction methods. Partial descriptions, or general clarifications covering groups of sections of the specification, shall be unacceptable and shall be cause for complete rejection of the bid.

Proposals taking total exception to the purchase specifications contained herein shall not be accepted and the bidder's proposal shall be deemed non-responsive and treated accordingly.

SPECIAL NOTE ON SUBSTITUTIONS

Where a subassembly manufacturer’s name or “brand” name for a product is given in a specification description, the product identified is the desired product to use. Manufacturers using a product other than the named product must take an exception to the paragraph. Where the words “or equal” are used in a paragraph in reference to an identified product, an apparatus manufacturer can make an equal product substitution without taking an exception to the specification paragraph.

Each bidder is encouraged to provide descriptive literature with their bid packet on any equipment or features that are proposed in lieu of those named and/or described in the specifications. Literature shall be originals and will be retained by the department for evaluation purposes. Such literature shall be required before the pre bid conference on any equipment proposed by the successful bidder that is unfamiliar to the department.

BID CLARIFICATIONS

Each clarification shall refer to the bid specification page number and paragraph. Any such clarification that appears vague or misleading shall be considered an exception. Complete clarifications are required describing the reason for the deviation. The completed vehicle shall be inspected upon delivery for compliance with specifications. Deviations shall not be tolerated and shall be cause for rejection of the cab and chassis unless they were originally listed in the bidder's proposal.

BID DOCUMENTS REQUIRED

The bidder shall utilize this document in its bid. The bidder shall indicate opposite each item if they comply with that paragraph by checking "yes" or "no".

The bidder shall provide detailed information on the materials to be used to construct all parts of the apparatus. A bidder's use of terms such as "intent" are considered vague and unacceptable responses will disqualify the bid.

Copies of the bid document electronically reproduced used as a response specification are grounds for immediate disqualification of the bidder's submission.

No exceptions will be permitted to this section of the document.

CONTRACT AWARD

The contract shall be awarded to the lowest and best bidder meeting these specifications. Since the complete vehicle materials specified are commercially available, these specifications shall in no way be considered proprietary. Each bidder shall submit on their proposal page a single line-item price for all items listed in the specifications. Price shall be based on payment upon receipt of the accepted complete vehicle by the Fire Department.

No discounts, options, or prepayment schedules shall be listed on the proposal page. All such items shall be listed on a separate page entitled OPTIONS and may or may not be considered at the discretion of the Fire Department.

SUBMISSION OF BID REQUIREMENTS

Bids shall be submitted in accordance with the following instructions:

1. The bid form provided herein shall be completed and returned with the appropriate "yes" or "no" marked by each paragraph in the "Bidder Complies" column. A paragraph indicated with both the "yes" and "no" column marked shall be considered non-responsive and treated accordingly.

2. Each bidder shall submit their own proposal specifications, detailing their construction. This is necessary to evaluate each bidder's actual intent of building the equipment as specified herein. The bidder's proposal format shall be the same order as these specifications to allow the Fire Department to compare all bids easily and prevent confusion. Failure to comply shall be cause for rejection of the bid.

3. Each bid shall include the weight ratings, wheelbase, principal dimensions, transmission and axle ratios, and a certified brake horsepower curve showing the maximum no load governed speed of the engine proposed.

4. Failure to submit detailed information or drawings where specified herein shall result in rejection of the bid.

5. Bids shall be returned in a sealed envelope clearly marked "BID FOR FIRE APPARATUS". Facsimile bids are not acceptable.

6. Verbal bids and changes in the bid price after the bid opening prior to award shall not be allowed. Any such attempt shall not be accepted and cause immediate rejection of the entire bid.

ORIGIN OF MANUFACTURER

Any manufacturer submitting a proposal or bid to these specifications shall meet the following conditions:

- The manufacturer of the apparatus herein specified shall be wholly owned (100%) and managed by a company, corporation and/or parent company that is wholly based and permanently resides in the United States of America.
- The company, corporation, and/or parent company, and all assets belonging to such, shall be wholly owned, and managed by the entities specified above.
- Any proposal, bid or response to these specifications by any foreign based, owned, or managed (in part or in whole) company, corporation and/or parent company, shall be cause for immediate rejection.
- Any proposal, bid or response to these specifications by any company, corporation and/or parent company, that is owned, operated, managed, or held in contract, in part or wholly by a foreign interest partnership or other agreement, shall be cause for immediate rejection.

There shall be no exception to these requirements.

ONLINE CUSTOMER INTERACTION

The manufacturer shall provide the capability for online access through the manufacturer's website. The Fire Department shall be able to view digital photos of their apparatus during phases of the construction.

MANUALS AND DOCUMENT INFORMATION

Upon delivery of the apparatus, the manufacturer shall supply complete operation and maintenance manuals covering the complete apparatus as it is delivered.

The manuals shall include, but not be limited to all component warranties, users' manuals and information for supplied products, record of apparatus construction details and whatever other pertinent information is available to supply to the customer regarding the apparatus.

COMPONENT INFORMATION

The manufacturer shall also supply a manufacturer's record of apparatus construction details, including the following information:

- Owner name and address
- Apparatus manufacturer, model, and serial number
- Chassis make, model, and serial number
- GAWR of front and rear axles
- Front tire size and total rated capacity in kilograms
- Rear tire size and total rated capacity in kilograms
- Chassis weight distribution in kilograms with water (if applicable) and manufacturer mounted equipment (front and rear)
- Engine make, model, serial number, rated horsepower, related speed and no load governed speed
- Type of fuel and fuel tank capacity
- Electrical system voltage and alternator output in amps
- Battery make and model, capacity in CCA
- Paint numbers

- Weight documents from a certified scale showing actual loading on the front axle, rear axle(s), and overall vehicle (with the water tank full (if applicable) but without personnel, equipment, and hose)
- Written load analysis and results of the electrical system performance tests
- Transmission make, model, and type
- Pump to drive through the transmission (yes or no)
- Engine to pump gear ratio and transmission gear ratio used
- Pump make and model, rated capacity in gallons per minute, serial number, and number of stages
- Pump manufacturer's certification of suction capability
- Pump manufacturer's certification of hydrostatic test
- Pump manufacturer's certification of inspection and test for the fire pump
- Copy of the apparatus manufacturer's approval for stationary pumping applications
- Pump transmission make, model and serial number
- Priming device type
- Type of pump pressure control system
- The engine manufacturer's certified brake horsepower curve for the engine furnished, showing the maximum no load governed speed
- Certification of the water tank capacity

WARNING AND INFORMATION LABELS

All warning and informational labels (non-vendor specific) shall be provided in compliance with (NFPA) 1901, Standard for Automotive Fire Apparatus, and installed in the appropriate locations to alert the operator of potential hazards and operating instructions.

APPARATUS INFORMATION LABEL

There shall be a high-visibility label installed in a location clearly detectable to the driver while in the seated position.

The label shall indicate the following specified information.

Overall Height (feet and inches)
Overall Length (feet and inches)
Overall GVWR (tons or metric tons)

FLUID REQUIRED LABEL

There shall be a lubrication plate mounted inside the cab listing the type and grade of lubrication used in the following areas on the apparatus and chassis:

- Engine oil
- Engine Coolant
- Transmission Fluid
- Pump Transmission Lubrication Fluid
- Drive Axle Lubrication Fluid
- Generator Lubrication Fluid (where applicable)
- Tire Pressures

CHASSIS SEATING REQUIRED LABELING

There shall be a high-visibility label installed in a location clearly detectable from each seating position.

The **FAMA07** label shall read the following:

"DANGER PERSONNEL MUST BE SEATED AND SEAT BELTS MUST BE FASTENED WHILE VEHICLE IS IN MOTION OR DEATH OR SERIOUS INJURY MAY RESULT"

A permanent plate shall be installed in the driver's compartment specifying the maximum number of personnel the vehicle is designed to carry per (NFPA) 190 standards. It shall be located in an area visible to the driver.



CAB HELMET WARNING LABEL

There shall be a high-visibility label installed in a location clearly detectable from each seating position.

The **FAMA15** label shall indicate the following specified information.

“DO NOT WEAR HELMET WHILE SEATED”



CAB EQUIPMENT MOUNTING WARNING LABEL

There shall be a permanent label provided and installed on the drivers’ sunvisor.

The **FAMA10** label shall indicate the following specified information.

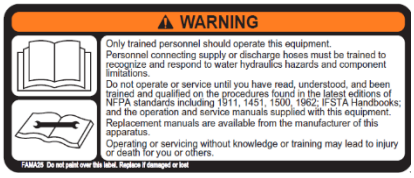
“ALL EQUIPMENT REQUIRED TO BE USED DURIG AN EMERGENCY REPSONSE MUST BE SECURELY FESTENED”

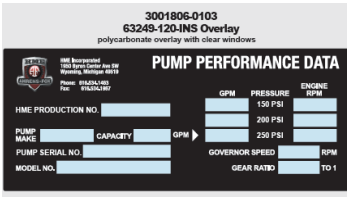


PUMP PERFORMANCE PLACARD

There shall be a permanent placard provided and installed with the pump performance data and serial numbers. The placard shall be installed at the pump operator's panel.

The **FAMA25** label, which warns of the need for training prior to operating the apparatus, shall be located on the pump operator's panel.





LIABILITY INSURANCE COVERAGE

In order to protect the department and its personnel, the bidder shall show proof that it has liability insurance in force. A certificate of coverage shall be included in the bid package. Failure to carry liability insurance of at least this amount or failure to include proof of coverage shall be cause to reject the bidder's proposal.

COMMERCIAL GENERAL LIABILITY INSURANCE

The successful bidder shall keep in force at least the following minimum limits of commercial general liability insurance and coverage shall be written on the liability form:

Each Occurrence: $1,000,000
Products/Completed Operations Aggregate: $2,000,000
Personal and Advertising Injury: $1,000,000

AUTOMOBILE LIABILITY INSURANCE

The successful bidder shall keep in force at least the following minimum limits of automobile liability insurance and coverage shall be written on the liability form:

Each Accident Combined Single Limit: $1,000,000

UMBRELLA LIABILITY INSURANCE

The successful bidder shall keep in force at least the following minimum limits of umbrella liability insurance:

Each Occurrence: $3,000,000
Aggregate: $3,000,000

EXCESS LIABILITY INSURANCE

The successful bidder shall keep in force at least the following minimum limits of product liability insurance:

Each Occurrence/General Aggregate: $4,000,000

CUSTOM CHASSIS - SINGLE SOURCE MANUFACTURER

Bids shall only be accepted from a single source apparatus manufacturer. The definition of single source shall be "a manufacturer that designs and manufactures their products using an integrated approach, including the rolling chassis and apparatus body modules being fabricated and assembled on the bidder's premises".

The warranties relative to the chassis, pump module, and apparatus body (excluding vendor component warranties such as engine, transmission, axles, pump, etc.) must be from a single source manufacturer and not split between manufacturers (i.e., body and chassis).

The chassis shall be designed and manufactured by the apparatus builder in the builder's facility and shall be designed and constructed specifically for heavy duty fire service use, with adequate strength and capacity for all components as detailed withing these specifications.
The manufacturer shall demonstrate evidence of manufacturing similar custom vehicles for at least fifty (50) years.

The chassis shall be equipped with state-of-the-art technology to not only enhance the operation of the actual apparatus, but to ease the workload of the crew and provide the highest level of safety & survivability, while increasing the longevity and serviceability of the vehicle itself.

The bidder shall provide evidence that they comply with these requirements.

NO EXCEPTIONS WILL BE PERMITTED TO THIS SECTION OF THE DOCUMENT.

GENERAL WARRANTY

Upon delivery, the manufacturer shall provide a three (3) year new vehicle general warranty and is limited to chassis and apparatus systems and components, and excludes engine, transmission, and axles (see additional warranties provided).

All components of the vehicle are warranted for a three (3) year period from vehicle delivery, unless otherwise stated elsewhere.

This warranty is issued to the original purchaser of the vehicle only.

CAB STRUCTURAL WARRANTY

The cab will be warranted against structural defects in material and workmanship under normal use and service for a period of ten (10) years from date of delivery.

BODY STRUCTURAL WARRANTY

The structural stainless steel apparatus body will be warranted against structural defects in material and workmanship under normal use and service for a period of ten (10) years from date of delivery.

PAINT WARRANTY

A Prorated Paint Warranty shall be provided by the manufacturer for a period of up to ten (10) years pending the purchase and selection of the extended warranty period of 5, 7 or 10 years.

The paint finish for the cab and body will be warranted against structural defects in material and workmanship under normal use and service for the first of 36,000 miles or the period specified below:

Top Coat and Appearance Gloss, Color Retention, Cracking		Coating System, Adhesion, Flaking, Blistering, Bubbling	
0 to 72 months	100%	0 to 36 months	100%
73 to 120 months	50%	37 to 84 months	50%
		85 to 120 months	25%

To clarify, the chart above does not extend the warranty period for the Paint Warranty beyond the 36,000 actual miles from the delivery date.

PAINT WARRANTY - 5 YEARS

The Paint Warranty shall be provided for a period of five (5) years.

CHASSIS FRAME RAILS WARRANTY

The custom chassis frame and crossmembers will be warranted for the expected life of the vehicle, which the expected life is twenty (20) years from the date of delivery.

BID DRAWING REQUIRED

The bidder shall submit two (2) copies of a D-size (full size) engineered construction drawing with its bid. No bids will be considered without complete engineered construction drawing submitted with the bid. Submitted drawing must be specifically for the proposed apparatus and depict all major specified components.

The drawing shall show the following minimum views:

- Front View
- Streetside with proposed chassis
- Curbside with proposed chassis
- Rear View
- Top View with proposed chassis

The drawing shall contain, but not limited to, the dimensions for the overall length (in feet and inches), overall height (in feet and inches), wheelbase, angle of approach, angle of departure, overall width of the apparatus, hosebed volume dimensions indicating the hosebed width, length, and height.

Submission of "similar to" or "standard" drawings, or statements referencing submission of drawings after award of contract, will disqualify the bid.

No exceptions will be permitted to this section of the document.

UL TESTING AND CERTIFICATION:

The apparatus upon completion will be tested and certified by Underwriters Laboratories, LLC. The certification tests will follow the guidelines outlined in the current edition (NFPA 1901) Standard for Automotive Fire Apparatus.

There shall be multiple tests performed by the manufacturer and Underwriter's Laboratories, LLC when the apparatus has been completed. The manufacturer shall provide the completed UL acceptance Test Certificate(s) to the purchaser at time of delivery.

The tests conducted on the apparatus shall include, but not be limited to:

PUMP PERFORMANCE TEST AND CERTIFICATION:

The fire pump and plumbing shall be tested, approved, and certified to comply with all NFPA 1901, Standard for automotive Fire Apparatus, applicable regulations in effect. The manufacturer shall furnish the completed Test Certificate(s) to the purchaser at the time of delivery.

LOW-VOLTAGE ELECTRICAL SYSTEM PERFORMANCE TESTING

The apparatus low-voltage electrical system will be tested and certified.

Tests shall be performed when the air temperature is between 0 degrees Fahrenheit and 110 degrees Fahrenheit (–18 degrees Celsius and 43 degrees Celsius).

The following three (3) tests defined in NFPA shall be performed in the order in which they appear. Before each test, the batteries shall be fully charged until the voltage stabilizes at the voltage regulator set point and the lowest charge current is maintained for 10 minutes. Failure of any of these tests shall require a repeat of the sequence.

Reserve Capacity Test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged.

The engine shall be shut off and the minimum continuous electrical load shall be activated for 10 minutes.

All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test failure of the battery system.

Alternator Performance Test at Idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed.

The engine temperature shall be stabilized at normal operating temperature.

The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

Alternator Performance Test at Full Load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed.

The test duration shall be a minimum of 2 hours.

Activation of the load management system shall be permitted during this test.

An alarm sounded by excessive battery discharge, as detected by the system required in NFPA 13.3.4, or a system voltage of less than 11.8 V dc for a 12 V nominal system or 23.6 V dc for a 24 V nominal system, for more than 120 seconds, shall be considered a test failure.

Low Voltage Alarm Test:

Following the completion of the above tests, a Low Voltage Alarm Test will be performed in the manner prescribed.

With the engine shut off, the total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates.

The battery voltage shall be measured at the battery terminals.

The test shall be considered a failure if the alarm has not yet sounded 140 seconds after the voltage drops to 11.70 V for a 12 V nominal system or 23.4 V for a 24 V nominal system.

The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

DOCUMENTATION:

The apparatus manufacturer shall provide the results of the low-voltage electrical system performance test, certified in writing, with the documentation provided to the purchaser at the time of delivery of the completed apparatus.

The test results shall consist of the following documents:

(1) Documentation of the electrical system performance tests
(2) A written electrical load analysis, including the following:

The nameplate rating of the alternator.

PAINT CODES

Paint Information:

Paint Manufacturer: **PPG is HME Standard Paint used**

CAB EXTERIOR

Single Color:
Primary color: ALF Red
Primary paint code: 71698

RIMS

Color Painted Rims Color (N/A for Aluminum Rims): * N/A
Color Painted Rims Code (N/A for Aluminum Rims): * N/A

BODY EXTERIOR

Color Body Panels Color: * ALF Red
Color Body Panels Code: * 71698

FINAL INSPECTION CONFERENCE

The factory authorized Distributor shall be required, during manufacturing, to have a final completion inspection conference at the site of the manufacturing facility with Three (3) individual(s) from the MES Fire to inspect the apparatus after construction.

The factories authorized distributor shall, at their expense, provide transportation, lodging, and meals. Any distance greater than 200 miles shall be by commercial air travel.

PUMP AND APPARATUS OPERATION TRAINING

Fire Department personnel will be trained to the use of the entire apparatus including, but not limited to, chassis, fire pump system, the apparatus, and supplied equipment.

The training shall be provided by an Authorized Sales Representative technician who shall remain at the Fire Department for one (1) day (not less than eight (8) hours) to provide instruction to all personnel, or as instructed by the Chief of the Department.

All meals, motels, and travel costs are the responsibility of the successful bidder.

After acceptance of the fire apparatus, the purchaser shall be responsible for ongoing training of personnel to develop and maintain proficiency regarding the proper and safe use of the apparatus and the associated equipment.

CHASSIS FRAME

The frame shall be designed to industry standards. The manufacturer shall provide a lifetime frame side rail warranty to the original purchaser of the chassis. The frame rails shall be 10.50" x 3.50" x .375" heat treated steel.

The frame side rails shall have 110,000 psi minimum yield and shall have a minimum section modulus of 18.34 cubic inches calculated by using the square corner shape method. The resulting frame rail resistance to bending moment shall be 2,017,400 inches per pound per rail.

To ensure the maximum clamp load for the fastener prevailing torque the crossmembers shall be bolted in place using grade 8 bolts, hardened washers, and grade C distorted thread locknuts. Flanged head fasteners shall not be acceptable. The top of the frame rails shall be free of bolt heads.

Frame engine cutouts shall be made with a plasma torch to minimize the heat affected zone of the cut. All cutouts shall have a minimum of 6.00 inch transitions between rail flange cut depths to reduce the stress concentrations throughout the cutout area. The root of all transition areas shall have a minimum of a 2.00 inch radius to reduce stress concentrations at the root.

FRAME RAIL FINISH

The main frame rails and main frame cross-members behind the pump shall galvanized to reduce the effect of harsh road chemicals.

FRAME FASTENERS

Fasteners employed to attach the main frame rails to the main frame cross-members shall be Zinc plated to reduce the effect of harsh road chemicals.

CAB MAIN FRAME CROSSMEMBER

In addition to the rear cab support cross-member there shall be a main frame cross member mounted in the rear cab area. This cross-member shall be a wide base flanged design to provide frame spacing and excellent strength to prevent frame paralleling. Every frame cross-member shall be bolted in place using grade 8 bolts, hardened washers, and grade "C" distorted thread locknuts.

FRONT AXLE

The front axle shall be a Hendrickson STEERTEK™ NXT with an 19,000 lb. capacity.

CRAMP ANGLE

The chassis shall have a turning cramp angle of 45-degrees. Both left and right turns have a full 45° cramp angle with tires and wheels mounted on the axle and installed in the chassis.

The 45°cramp angle is achieved irrespective of options such as front suctions and disc brakes.

FRONT AXLE OIL SEALS

The front axle shall be equipped with oil bath type oil seals as supplied on the axle from the axle manufacturer. The spindles shall be equipped with transparent covers for oil level inspection.

FRONT AXLE DISC BRAKES

MERITOR DiscPlus, EX-225, air disc brakes shall be installed on the front axle. The DiscPlus air disc brakes shall provide improved fade resistance and wet weather performance. The rotors shall be vented to facilitate brake cooling.

FRONT AXLE / SUSPENSION, STEERTEK™ NXT (19k GAWR)

The front axle and suspension shall be a Hendrickson STEERTEK™ NXT high-capacity fabricated front steer axle system.
This advanced suspension integration uses parabolic springs to increase wheel travel and lower spring rate for improved ride quality, and proprietary threaded pin bushings to increase roll stiffness. The rigid axle beam has a box-shaped cross section to resist horizontal, vertical, and twisting forces more effectively than I-beam axles. Passive hydraulic dampers are custom tuned for parabolic leaf springs to achieve the ultimate ride and handling. Progressive-rated bump stops handle high dynamic loads without harshness.

This front axle and suspension system shall be designed for heavy duty custom fire apparatus with a maximum capacity of 19,000 lbs.

SHOCK ABSORBERS

Double acting hydraulic shock absorbers are to be installed.

STEERING SYSTEM

The steering shall be equipped with a single SHEPPARD M110 integral power steering gear. The engine shall be equipped with a gear driven pump.

The power steering fluid shall be monitored electronically and shall send a visual warning to the instrument panel when the fluid level falls below normal.

A remote steel reservoir shall be provided with the ability to check and fill the fluid level when the cab is in the raised position.

FRONT TIRES

The front tires shall be Michelin 385/65R22.5 (L) Michelin tubeless radial X Multi HL Z All-Season tread.

The front tire stamped load capacity shall be 22,000 pounds per axle with a nominal speed rating of 68 miles per hour when properly inflated to 120 pounds per square inch.

ALUMINUM FRONT WHEELS

Polished aluminum wheels shall be supplied and installed on the front axle.

WHEEL TREATMENT

The aluminum wheels shall be supplied with wheel treatment for a bright finish and wheel protection.

FRONT WHEEL TRIM

The front axle shall be trimmed with mirror finish, 304L grade, non-corrosive stainless steel 'baby moon' hub caps with an opening for viewing the oil seal cover, and bright finished nut covers.

SINGLE REAR AXLE

The rear axle shall be a MERITOR model "RS-25-160" with a 27,000# capacity for the fire service.

MERITOR DIFFERENTIAL

The rear axle shall contain a Meritor 160 Series differential with an 18.00-inch diameter ring gear utilizing hypoid-Generoid gearing and a 2.25 inch diameter axle shaft.

AXLE DIFFERENTIAL LUBE

The axle shall have the initial factory fill made with non-synthetic axle lube meeting the axle manufacturer's recommendations.

REAR AXLE OIL SEALS

The rear axle shall be equipped with premium oil bath type oil seals as supplied on the axle from the axle manufacturer.

REAR AXLE BRAKES

The rear brakes shall be Cam type, 16-1/2" X 7" (419 x 178), S-Cam, air operated heavy-duty brakes for increased stopping power and brake life in severe braking applications.

The "S" cam brakes shall incorporate a double anchor pin design, for stability and smooth consistent stopping. The camshafts shall be heat treated with rolled spline construction.

The rear axle shall be equipped with automatic slack adjusters (ASA) to provide optimum brake performance.

VEHICLE TOP SPEED

The rear axle shall be geared for a top speed of 65 to 68 mph at engine governed RPM.

NFPA TOP SPEED STATEMENT

NFPA-1901, 2016 Edition - 4.15.2: The maximum top speed of fire apparatus with a GVWR over 26,000 lb (11,800 kg) shall not exceed either 68 MPH (105 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

NFPA-1901, 2016 Edition - 4.15.3: If the combined water tank and foam agent tank capacities on the fire apparatus exceed 1250 gal (4732 L), or the GVWR of the vehicle is over 50,000 lb (22,680 kg), the maximum top speed of the apparatus shall not exceed either 60 MPH (105 km/hr) or the manufacturer's maximum fire service speed rating for the tires installed on the apparatus, whichever is lower.

The speed selected on this apparatus exceeds 60 MPH (105 km/hr) and the customer is aware of NFPA-1901 and the top speed that will be achieved with the finished apparatus.
Truck gearing shall be such to provide for a customer requested top speed at engine governed RPM. If the top speed exceeds NFPA requirements listed above the engine ECM will have road speed limiting programmed so the maximum attainable speed will not exceed that limit. This is field adjustable with Cummins Insite.

SINGLE AXLE REAR SUSPENSION

A Reyco Granning Model 79KB rear suspension shall be provided and installed. The suspension system shall have a GAWR of 27,000 pounds.
The suspension shall consist of a multi-leaf parabolic spring pack for increased ride compliance and will be provided with adjustable torque arms and a single piece track rod for added stability and easy alignment.

AIR SYSTEM

An air brake system meeting the requirements of the FMVSS-121 shall be provided. The system shall consist of three (3) reservoirs with a 4,362 cu. in. volume. The air system shall consist of the following components:

Dual air system with dual gauges and a warning light and buzzer. A spring actuated parking brake built into the rear axle brakes with a manual control and warning light the in cab. These shall automatically apply in case of air system failure. A mechanical means of releasing the spring brake shall be provided in the event of total loss of air pressure.

A quick build up system shall be provided, capable of building enough air pressure to release the spring brake in less than thirty (30) seconds, when starting with the entire air system at zero pounds pressure.

The brake system shall be a split system. One (1) system serving the rear brakes and one (1) system serving the front brakes. The two (2) systems shall be connected with a double check valve that shall automatically shuttle air from the front system to the rear system should loss of air pressure occur. This system shall also modulate the amount of air so the spring brakes shall apply in direct relationship to the amount of pressure applied to the treadle valve.

The brake system shall be equipped with a Bendix SR-7 valve to provide modulated spring brakes in the event there is low air pressure in the rear axle air supply reservoir.

The spring brakes shall be piped in such a manner that if the treadle valve is depressed while the spring brakes are applied, the spring brakes shall release and remain released as long as the treadle valve is depressed. They shall reapply immediately when the treadle valve is released.

The piping in the air system shall be 2-ply nylon reinforced color-coded tubing for all stationary lines.

AIR DRYER

The air system shall include a BENDIX AD-9 air dryer.

The air dryer shall have a spin on desiccant cartridge.

The air dryer shall incorporate an integral turbo cutoff valve. The turbo cutoff valve shall close the path between the air compressor and the air dryer purge valve during the compressor "unload" cycle. This shall allow the air dryer to purge the water and contaminates without any loss of turbo boost or engine horsepower.

A 12-Volt heated moisture ejector shall be an integral part of the air dryer. This heater shall be thermostatically controlled. The electrical connection for the heater shall use a sealed electrical connector to protect against moisture and corrosion.

The use of this air dryer increases the base air system volume by 200 cubic inches.

MANUAL AIR TANK DRAINS

All air reservoirs shall have manual 1/4 turn drain valves. The drain valves shall be supplied with rubber seats to reduce air system leaks. The reservoir drain valves shall allow the accumulation of contaminants that are collected in the reservoirs to be drained off to the atmosphere.

MERITOR/ROCKWELL/WABCO ABS BRAKE SYSTEM

A four channel, single rear axle model, MERITOR/ROCKWELL/WABCO ABS Braking System shall be supplied.

A frame mounted electronic control unit (ECU) shall monitor and control wheel speed during braking. Wheel sensors, constantly monitoring wheel speed, send information to the ECU. If a wheel begins to lock the ECU transmits an electrical impulse to modulator valves that can apply, release, or hold the air pressure in the brake chambers. The rapid modulation of air pressure prevents wheel lock-up and increases driver control.

This ABS system shall be a 4S/4M system with four (4) wheel speed sensors and four (4) modulator valves.

If a fault occurs in one wheel, that wheel shall have normal (non-ABS) brake function. The other wheels shall continue to provide the ABS function. If the ABS system should fail completely, the brake control shall be returned to normal (non-ABS) braking.

An ABS warning light shall be installed on the driver's dash message center. This warning light shall cycle through a test stage at the point of ignition turn on and remain illuminated until the vehicle reaches approximately four (4) MPH. The light shall illuminate in other conditions to warn of an ABS system failure and shall illuminate when the diagnostic function is activated.

MUD/SNOW SWITCH

The Meritor/Rockwell/Wabco ABS shall be supplied with a mud and snow switch. This switch shall increase the ATC threshold to allow a momentary wheel slip to obtain traction under extreme mud and snow conditions.

MERITOR/WABCO STABILITY ENHANCEMENT SYSTEM

A Meritor / Wabco Roll Stability Control (RSC) System shall be provided on the apparatus chassis. The RSC shall assist in managing road conditions that may result in a vehicle rollover.

The RSC shall intervene to regulate the vehicle's deceleration functions by automatically reducing engine torque, engage the vehicle retarder and apply pressure to the brakes.

Electronic Stability Control (ESC) shall be included building upon the established RSC system by sensing the tendency of the vehicle to spin around and automatically applying the brakes to reduce that risk.

This system conforms to the requirements of NFPA-1901 4.13.1.2 - If the apparatus is equipped with a stability control system, the system shall have at a minimum, a steering wheel position sensor, a vehicle yaw sensor, a lateral accelerometer, and individual wheel brake controls.

REAR TIRES

The rear tires shall be Michelin 12R22.5 (H) tubeless radial XDN2 mud/snow tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a nominal speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

ALUMINUM WHEELS

Four (4) polished aluminum wheels shall be supplied and installed on the single rear axle. The wheels shall be highly polished on the outboard side.

WHEEL TREATMENT

The aluminum wheels shall be supplied with wheel treatment for a bright finish and wheel protection.

REAR WHEEL TRIM

The rear axle(s) shall be trimmed with mirror finish, 304L grade non-corrosive stainless steel "Lincoln Hat" hub cover and bright finished nut covers.

TIRE PRESSURE MONITORING DEVICE

Each tire installed on the apparatus shall be equipped with a tire pressure monitoring device. The device shall consist of a valve stem cap with an LED tire alert to indicate tire pressure conditions. The LED will flash when the tire drops 8 psi below the factory setting.

LASER ALIGNMENT

The chassis shall have a laser alignment performed at the factory before delivery.

Toe In Front Axle - The toe in on a vehicle is set to reduce tire wear and to ensure that the vehicle shall steer in a straight line. Toe in measurements are set to a positive 2.50 millimeters total, giving the vehicle 1.25 millimeters from side to side.

Toe In Rear Axle - The toe in on the rear wheels is set up slightly different in that the axle and wheels are set to ride the "crown" of the road. his is achieved by adjusting the toe to a measurement of no less than 1 millimeter, but no more than 2.00 millimeters. The ideal measurement is 1.50 millimeters total for both sides.

Cramp Angle - Cramp angle is set to achieve the greatest turning radius possible with the selected components of the vehicle. Each front wheel is set to zero degrees. The wheel is then turned until it reaches the steering stops. This measurement is the cramp angle.

DIESEL ENGINE

The chassis shall be powered by a Cummins diesel engine as described below:

MODEL:	L9-450
NUMBER OF CYLINDERS:	Six
BORE AND STROKE:	4.49 in (114 mm) x 5.69 in (145 mm)
DISPLACEMENT:	543 cu. in. (8.9L)

MAX HP:	450 hp (336 kW) @ 2100 RPM
TORQUE:	1250 lb.-ft (1696 N-m) @ 1300 RPM
GOVERNED RPM:	2200
CURVE:	FR96230EV

Standard Equipment on the engine to include the following:

OIL FILTER:	A full flow / by-pass combination
LUBE OIL COOLER:	High efficiency non-drainback full flow cooling
FUEL FILTERS:	Two fuel filters providing 3 / 10 micron absolute filtration
STARTER:	12 volt
AIR COMPRESSOR:	A Wabco 18.7 cfm compressor shall be provided

ENGINE COOLANT RADIATOR

The engine coolant radiator shall have sufficient capacity to perform under the engine manufacturer installation requirements. The chassis manufacturer shall demonstrate the ability to meet this requirement with the submittal of an approved IQA to the fire department for the apparatus.

This radiator shall have HRPOS top and bottom tanks. These tanks shall have a material thickness of 11 gauge. The top and bottom tanks shall be attached to the header assemblies with a minimum of forty (40) fasteners. These fasteners shall not exceed a center distance of 1.938 inches to reduce the possibility of tank leaks. These fasteners shall be torqued to a value of 29.5 ft-lbs.

The header plates shall be made of 16-gauge brass.

The radiator tubes shall be constructed of .0066 inch thick brass and have a dimensional size of .076 inch x .625 inch. These radiator tubes shall have welded tube seams.

The radiator shall contain three (3) rows of tubes arranged in an inline profile across the radiator core. The entire radiator shall contain (231) tubes. These tubes shall have a smooth bore to allow for radiator cleaning.

In the critically stressed area, where the radiator tubes are attached to the header plates, this joint shall be accomplished with a welding process on the coolant side. In addition to the welded joint a solder fillet joint shall occur on the air side of the core creating a continuous dual bond.

The radiator shall have a louvered serpentine type core that contains fins constructed of .0024 inch thick copper. These fins shall be spaced to a maximum density of 14 fins per inch of radiator tube. Each fin shall have a louvered surface for high cooling efficiency.

The radiator shall contain an integral coolant de-aeration tank. This tank shall be designed to remove entrapped air or gas from the coolant side of the radiator.

The radiator side rails shall have integrally designed support gussets for the transition to the header attachment.

The bottom tank of the radiator shall have a drain valve for coolant removal.

The bottom tank of the radiator shall have a transmission cooler with a plate-type design. The plates shall have internal turbulators to break up laminar oil flow across the surface. The cooler shall have 1311 square inches of surface area for water surface contact and heat transfer.

The radiator system shall be pressurized with a cap rated per the cooling system requirements of the specific engine manufacturer.

The high efficiency engine fan shall be encompassed with a radiator shroud to provide the proper air flow from the fan blade to the radiator.

The perimeter of the radiator shall have recirculation baffles to eliminate the possibility of recirculation of "hot" air to the face of the radiator core. The bottom of the radiator shall have a recirculation baffle from the radiator to the frame rails.

COOLANT RECOVERY SYSTEM

A coolant recovery system shall be installed on the chassis. This tank is designed to capture coolant overflow when the engine coolant warms and expands. As the engine cools the overflow is then pulled out of the tank and back into the radiator, thus maintaining proper coolant levels.

CHARGE AIR COOLER RADIATOR

The engine charge-air cooler shall have sufficient capacity to perform under the engine manufacturers installation requirements. The chassis manufacturer shall demonstrate the ability to meet this requirement with the submittal of an approved IQA to the fire department for the apparatus.

This radiator shall have cast aluminum side tanks. These tanks shall have a material thickness of .200. These tanks shall be attached to the charge-air core with the ALBRAZE construction technique.

The external air fins shall be louvered serpentine and constructed of .006 inch thick aluminum.

The internal air fins shall be of the lance-and-offset design for greater air turbulence and higher efficiency. The internal fins are to be constructed of .010 inch thick aluminum.

The charge-air cooler shall be mounted directly in front of the engine coolant radiator. To reduce vibration rubber "iso" mounts shall be used for mounting the charge-air cooler to the engine radiator.

The charge-air cooler shall contain thermal expansion slots to allow the expansion and contraction of the charge-air core over the wide range of temperatures that are expected in operation.

The charge air piping between the engine and charge-air cooler shall be aluminum tubing with a wall thickness of .065 inch. The system shall utilize four (4) ply silicone rubber woven Nomex hoses with stainless steel pressure bands. These bands are designed to maintain the hose shape under the pressure of the turbocharger boost air. All clamps used on the charge air piping are to be stainless steel constant torque and shall be installed at each joint.

LONG LIFE COOLANT

The coolant system shall contain a mixture to keep the coolant from freezing to a temperature of -34 degrees F.

The coolant supplied shall be Long Life Coolant compatible with the engine manufacturer's requirement.

COOLANT HOSES

The entire chassis cooling system shall have premium rubber hoses. All clamps to be stainless steel worm drive type clamps.

COOLANT SYSTEM CLAMPS

Single wire constant torque clamps shall be used for all cooling system hoses.

HEATER LINE SHUT OFF VALVES

The heater circuit shall have quarter turn shut off valves installed on both the supply and return lines to allow a complete shut off of coolant flow to the cab heaters in hot seasons of the year. These valves shall be installed in addition to the valves in the heater unit(s).

ENGINE AIR INTAKE FILTER

The engine shall be equipped with a Cummins Fleetguard heavy duty air filter. The filter shall be easily field serviceable.

ENGINE OIL

The engine shall have the initial factory fill made with a non-synthetic engine oil meeting the engine manufacturer's recommendations.

ENGINE BRAKE

A "JACOBS" Engine Brake shall be supplied.

The Driver shall have an on/off and a high/low engine brake control switch.
Activation of the engine brake shall occur at zero throttle position. The transmission ECU shall be programmed to operate in the pre-select downshift mode to maximize the retarding power of the engine brake.

The brake lights shall illuminate when the Jacobs Brake is in operation.

The Jacobs Brake shall be inoperative when the chassis is in pump mode.

The "JACOBS" engine brake shall be covered under the standard five (5) year Cummins engine warranty.

ENGINE FAST (HIGH) IDLE

The chassis shall be equipped with an Electronic Idle Control (EIC) for the electronic engine. Preset speed is factory adjustable.

The fast idle provision shall only function when the parking brake is set and the transmission is in neutral. Manual selection of the fast idle shall be controlled by a driver's momentary switch.

Automatic activation of the fast idle shall occur when a low voltage condition exists, the truck is in neutral and the parking brakes are applied.

Cancellation of the fast idle shall be achieved by resetting the manual switch or by depressing the service brake pedal.

AUXILIARY ENGINE COOLER

The cooling system shall have one (1) SENDURE auxiliary engine cooler mounted in the upper radiator water pipe. The apparatus shall have the fire pump water circulated to the cooler from a valve located on the apparatus pump panel.

SPARK ARRESTOR

A spark arrestor shall be installed to the chassis air intake system. This arrestor shall be affixed to the inlet of the air cleaner housing mounted above the radiator to filter out airborne embers.

FAN DRIVE

A fully variable fan drive system shall be installed on the engine. Variable operation is required to reduce fan noise and improve response time and lower off-speed for maximum efficiency. Control of the fan operation is entirely from the engine and fan ECM with no manual override controls.

EXHAUST SYSTEM

A single exhaust pipe shall be provided for the engine. The exhaust pipe shall be supplied with a heat wrap. The wrap shall extend from the engine turbo charger to just below the frame rail.

The exhaust tubing from the turbocharger to the exhaust after treatment device shall be stainless steel.

CUMMINS AFTERTREATMENT SYSTEM

The chassis shall be equipped with a compliant Cummins exhaust after treatment system.

TAILPIPE

The tailpipe shall extend from the exhaust muffler/aftertreatment device to the rear of the vehicle making a 90° bend to exit the vehicle ahead of the rear tires on the curbside of the vehicle. The end of the pipe shall be cut square or perpendicular to the exhaust pipe centerline.

The pipe shall be unpolished stainless steel.

An exhaust gas diffuser shall be furnished on the end of the tailpipe.

DIESEL EXHAUST FLUID SYSTEM

The chassis shall be equipped with a five (5) gallon Diesel Exhaust Fluid (DEF) reservoir system.

The reservoir shall contain a Multifunctional Head Unit (MFHU) that contains integrated level and temperature sensors. The MFHU also shall contain a coolant powered heater to thaw DEF in conditions below 12°F (-11°C) to meet governmental regulations.

The reservoir shall be located on the left frame rail behind the front axle beneath the cab. The mounting system shall use stainless steel mounting brackets to reduce the possibility of corrosion.

TRANSMISSION

The transmission shall be an Allison 3000EVS automatic transmission with electronic controls.

The transmission shall be equipped with a lock-up control circuit that shall automatically shift the transmission into 4th gear lock-up when the pump is shifted into gear.

TRANSMISSION COOLER

An automatic transmission cooler shall be provided as an integral part located in the bottom tank of the radiator. It shall be designed to withstand 165 psi working pressure and an intermittent pressure of 250 psi. The cooler shall be of sufficient size to maintain the operating temperature within the recommended limits of the transmission manufacturer.

TRANSMISSION FLUID

The transmission shall be provided with heavy-duty transmission fluid meeting Allison specification TES-389.

FIVE SPEED PROGRAMMING

The transmission shall be programmed for five speeds.

First - 3.49
Second - 1.86
Third - 1.41
Fourth - 1.00
Fifth - 0.75
Reverse - 5.03

The transmission shall be able to shift from first through fifth gear without operator intervention. The chassis shall be geared for the top speed in 5th gear.

AUTOMATIC NEUTRAL

The transmission shall be provided with circuitry to provide automatic neutral. Setting the parking brake commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. Requires re-selecting drive range to shift out of neutral.

After the transmission has been activated with the automatic neutral feature the shift lever must be returned to neutral and back to drive for midship pump operations.

REMOTE FLUID LEVEL SENSING

The chassis shall be equipped with an electronic low fluid level indicator system for the engine oil, transmission oil, engine coolant and power steering fluid as part of the instrumentation package. This system eliminates the need for daily checking of fluid levels with manual dipsticks.

Coolant over temperature sensors are only capable of sensing excessive coolant temperature caused by clogged radiators, malfunctioning thermostats, failed water pumps or any other “circulation” problem. Upon

loss of coolant, however, these temperature sensors must try to respond to hot air which, being a poor thermal conductor, results in signals that arrive only after the engine is severely damaged.

In a like manner, under leaking oil conditions low oil pressure signals are not obtained until the oil pump is starved for oil. Since the oil pump draws liquid from the very bottom of the crankcase pan, these signals arrive only after virtually all oil has been lost. Again, the damage has already occurred.

The liquid level sensor provides an early warning that fluid is being lost and allows corrective action to be taken before damage can occur. By using a sensor to turn on an indicator light, the low fluid level condition is communicated immediately to the operator.

ENGINE COOLANT

The coolant level sensor is located in the upper radiator reservoir. The corresponding LED indicator light is included in the display module.

ENGINE OIL

The engine oil sensor is in the engine oil sump. It monitors the oil level at approximately the 50% level. The corresponding LED indicator light is located to the right of the instrument panel at the engine enclosure console in clear view of the driver.

POWER STEERING FLUID

The power steering fluid sensor is located in the power steering fluid reservoir at the same level as the “Add” indicator on the dip stick. The corresponding LED indicator light is located to the right of the instrument panel at the engine enclosure console in clear view of the driver.

FUNCTION

The LED indicator lights will illuminate when the ignition is placed in the ON position as a test to insure that the warning circuits are working. They will go out when the starter button is pressed if normal fluid levels are detected. One or more of the lights staying on indicates a low fluid level in the corresponding system(s). Any time the engine is ON and a low fluid level is detected, the appropriate light will illuminate. The sensor output will reset when the ignition is turned off.

TRANSMISSION OIL

The transmission oil sensor is in the transmission oil sump. The fluid level indicator is integrated into the shift selector. Accessing the fluid level status is dependent upon the style of shift selector provided.

The transmission fluid level status is accessed through the “mode” function of the shift selector controls. First, park the vehicle on a level surface, shift to N (Neutral), and apply the parking brake. If equipped with a pushbutton shift selector, simultaneously press the Up and Down arrow buttons. If equipped with a lever shift selector, press the display mode button one time. A code will be displayed on the shift controls indicating that the oil level is HI, LO or OK. If the level is HI or LO, the display will also indicate the number of quarts of oil necessary to be added or removed to bring the oil level into the OK range. It may also display an error code that explains why fluid level information is not available. The fluid level check may be delayed until the following conditions are met:

- The fluid temperature is above 60°C (140°F) and below 104°C (220°F).
- The transmission is in N (Neutral).
- The engine is at idle.
- The transmission output shaft is stopped.
- The vehicle has been stationary for approximately two minutes to allow the fluid to settle.

See the Care and Maintenance section of the transmission Owner's Manual for a more detailed description of the fluid check procedure along with a complete list of error codes.

DRIVELINES

Universal joints and driveshafts shall be SPICER 1760 series or equal. The driveshaft tube shall be a minimum of 4.09" diameter with a .180" tube wall thickness. The driveshaft slip joints shall be coated to reduce sliding friction and thrust under high torque loads. Permanent driveline installations shall be balanced to prevent vibration.

FUEL TANK

The fuel tank shall have a capacity of 50 gallons (US) and be D.O.T. certified. It shall be mounted with stainless steel straps bolted to the bottom frame flange to allow for easy removal. The tank construction shall be of 12-gauge steel with single fuel pickup and return tubes. The baffled tank shall be vented to prevent low vacuum and facilitate rapid filling.

The tank shall have a 2.00-inch NPT fill to the driver's side of the chassis.

The fuel tank sending unit is to be mounted to the driver's side of the fuel tank for easy replacement without removing body panels.

FUEL LINES

Polyamide fiber, nylon braided, reinforced tubing with push-on reusable fittings shall be provided for the chassis fuel lines.

FUEL SHUT-OFF VALVE

A, ball type, fuel line shut off valve shall be installed in the suction side fuel line. The shut off valve shall be located near the inlet to the primary fuel filter.

FUEL/WATER SEPARATOR

The Cummins engine shall be equipped with an integrated fuel / water separator with a self-venting bottom drain valve. This filter shall be able to remove up to 95% of dissolved water and up to 99% of free-standing water.

ALTERNATOR

A 415 Amp NIEHOFF alternator shall be installed on the engine. The alternator shall be regulated by a remote mounted regulator.

FIRETRUCK CAB

The apparatus shall be designed to operate in emergency conditions. These conditions require the apparatus to maneuver into confined areas, and operate at prolonged periods of time, under extreme circumstances. To facilitate these operations a cab-over-engine design is required in order to reduce the overall length and turning radius of the apparatus thus increasing the maneuverability.

The cab design must be such to provide safe and efficient transport of emergency personnel. The cabin shall be designed with four (4) side doors of the largest size possible and with a grab handle and step arrangement to provide ease of entry and egress.

There shall be up to ten (10) positions available for occupant transport pending cab configuration. The number of seats and seating locations are described in detail later in this document.

The apparatus cab shall be of the latest in automotive design, styling and appearance.

CAB MATERIALS AND CONSTRUCTION

The extruded aluminum cab shall have the following material gauges as a minimum:

- Cab floor - 3/16 inch (.190 inch) aluminum
- Front skin - 3/16 inch (.190 inch) aluminum
- Cab side panels - 3/16 inch (.190 inch) aluminum
- Cab rear wall - 3/16 inch (.190 inch) aluminum
- Cab driver's floor - 3/16 inch (.190 inch) aluminum
- Cab officer's floor - 3/16 inch (.190 inch) aluminum
- Cab crew area floor - 3/16 inch (.190 inch) aluminum
- Cab roof - 3/16 inch (.190 inch) aluminum
- Cab doors - 3/16 inch (.190 inch) aluminum

Roof Rail Section: Extending from the front to the rear of the cab, above the doors, the cab shall have an extruded aluminum section. This section shall be designed to interlock with the roof sheet and incorporate the door drip molding in one single piece.

Upper Transverse Member: Amid ship in the cab there shall be a boxed beam header assembly located transverse in the cab from left to right.

Front Door B-Post: This vertical box section of the cab located behind each of the front doors provides the slam post for the door latch assembly. This section also is a main member in the cab skeletal system. The B-Post ties into the Upper Transverse Member to provide torsional stiffness in the open space design of the cab.

Rear Door D-Post: The box assembly design of the rear door D-post provides an anchor for the rear door latch assembly. This section is the main vertical support at the cab rear corner providing the anchor point for the rear wall structural lattice network.

Roof Panel Rails: The roof panel sub-assembly shall have extruded hat section supports bonded to the roof skin. These roof hat sections shall be joined to the Cab Roof Rail Section to complete the upper cab skeletal structure. These completed Roof Panel Rails shall provide a grid for maximum roof crush and deflection strength. The roof shall support a minimum weight of 250 lbs. / sq. ft. without permanent roof deformation.

Rear Wall Rails: The rear wall assembly shall have extruded hat section supports bonded to the wall skin. These sections shall be joined to the Roof Panel Rails and to the rear door slam post and floor provide a rear wall grid structure with maximum strength.

Cab Front Wall: The front wall of the cab shall be designed with a double wall construction to reduce the effects of exterior noise in the crew and operator compartment.

CAB DIMENSIONS

The cab shall have the following dimensional requirements:

- Overall Width - 100.00 inches
- Roof - 12.00 inches Raised
- Center of front axle to back of cab - 60.00 inches
- Center of front axle to front of cab - 74.00 inches
- Windshield area - 4,200 sq. in. minimum
- Front grille opening - 478 sq. in. minimum
- Combined side grille opening - 84 sq. in. each minimum
- Cab full tilt angle - 45 degrees minimum

The cab interior shall have the following dimensional requirements:

- Drivers side floor width - 22.50 inches minimum
- Floor to the ceiling in the driver and officers area of the cab - 59.50 inches minimum
- Floor to the top of the engine enclosure - 28.00 inches maximum
- Officers side floor width - 24.50 inches minimum
- The measurement across the floor from the rear wall to the first vertical portion of the engine enclosure - 43.25 inches and the floor width from step well to step well shall be no less than 84.00 inches
- Floor to the ceiling in the rear of the cab - 65.50 inches minimum

CAB DOORS

The cab entry and egress shall be designed for a firefighter in full turnout gear. Each door shall open a minimum of ninety degrees to afford the firefighter maximum space.

The doors shall be of a flush design each having exposed, one-piece, polished stainless-steel hinges. The hinge shall be made of 12-gauge material with a minimum hinge pin diameter of 1/4 inch.

The door windows shall have interior and exterior glass weather seals to prevent the influx of exterior air.

The doors shall have exterior and interior paddle type latches for ease of opening with a gloved hand. The paddle latches are to have a rubber gasket, on the outside, separating the handle from the finished painted surface.

FRONT DOORS-FULL LENGTH

The cab front doors shall be of the full-length design enclosing the entire step area of the cab. The doors shall be a minimum of 38.75 inches wide by 75.00 inches high. Each door shall have a roll down window with a minimum glass viewing area of 773 square inches per door. There shall be a fixed piece of forward glass in each of the front doors.

REAR CAB DOORS-FULL LENGTH

The rear cab doors shall be similar to the forward doors and shall be located directly behind the front wheel well area. These doors shall be 34.00 inches wide by 88.00 inches high. Each door shall have a roll down window with a minimum glass viewing area of 670 square inches per door.

INTERIOR DOOR LOCKS

All doors shall have door locks with interior controls and exterior keyed door locks. The installation shall be in conformance with FMVSS 206, with specific adherence to 49 CFR 571.206 Section 4.1.3 requiring that "Each door shall be equipped with a locking mechanism with an operating means in the interior of the vehicle". All doors shall be keyed alike. The doors shall be equipped with appropriate safety interlocks to prevent accidental locking of the doors when closed.

CAB GLASS

AS-1 safety laminate glass shall be used in a two piece, wrap around design with a minimum of 3760 square inches of windshield area for maximum visibility. The windshield shall have the style of a one-piece assembly with the practical installation of two pieces for lower replacement cost. The windshield shall be readily available from a nationally recognized automotive glass manufacturer that maintains local distribution outlets.

All glass shall be tinted.

All fixed glass shall be installed with a one-piece triple locked rubber lacing material. Due to long term appearance two-piece chrome trim lock lacing is not desired.

SUNVISORS

The driver and officer side of the cab shall be equipped with a sun visor. The vinyl covered visors shall be a minimum of 19.00 inches by 7.00 inches.

DRIVER SIDE ELECTRICAL CABINET

An electrical cabinet designed to house the main battery electrical disconnect and facilitate the installation of an onboard battery charger or battery conditioner, shall be provided under the driver's seat. A bolt on limited access; aluminum spatter painted hatch, shall be installed on the front side of the seat riser. The access hatch shall have a louvered section to provide air circulation to the cabinet.

WINDSHIELD WIPERS

Two speed electric pantograph wipers shall be installed. These wipers shall have a minimum of 24.00 inch blades and have 28.50 inch wet arm electric pump washers. A 70-ounce minimum windshield washer reservoir shall be furnished.

FASTENERS

All cab exterior fasteners shall be stainless steel type fastened to the cab with nutserts.

BATTERY ACCESS

The rear cab steps shall have a removable kick panel, providing access to the batteries for routine maintenance and inspection.

CAB CORROSION TREATMENT

The cab shall have a corrosion preventative material conforming to Mil Spec C-16173-C, Grade 1, applied during and after construction. A 10-year warranty against perforation due to rust or corrosion shall be furnished for the cab.

TRANSMISSION SELECTOR

The transmission shall be controlled by a push button type shift control. It shall be internally illuminated for night operation.

TRANSMISSION OIL LEVEL SENSOR

The transmission shall be equipped with the oil level sensor (OLS). This sensor shall allow the operator to obtain an indication of the fluid level from the shift selector. The sensor display shall provide the following checks, correct fluid level, low fluid level and high fluid level.

EXTERIOR DOOR HANDLES - BRIGHT FINISH

The cab exterior door handles shall have a bright anodized finish.

CAB STEPS

There shall cab entry steps with an upper and lower step at each entry door position.

INTERIOR CAB STEP TRIM

The cab steps shall be enclosed behind each entry door. The lower step shall be sealed from the underside of the cab to reduce road splash from entering the step area while the vehicle is in motion. The horizontal upper step surfaces shall be integral to the cab and shall be covered with bright aluminum tread plate. The lower cab steps shall be constructed from stainless steel Laser Grip material, meeting the requirements of NFPA-1901.

The vertical toe kick surface area of the upper cab step wells shall be covered with aluminum tread plate.

CAB ENTRY STEPS - BRIGHT FINISH

The cab entry steps shall have a bright finish.

LOWER STEP LIGHT

There shall be an amber LED light provided and installed in the outboard facing bottom flange of each cab step.

DEF FILL ACCESS

The left rear crew step area shall have hinged access to fill the DEF tank without raising the cab.

HEATER / DEFROSTER

A 57,600 BTU heater with a three (3) speed fan shall be mounted in the front of the cab, centered over the windshield. This heater shall have six (6) adjustable vents to assure windshield defogging.

45,000 BTU AIR CONDITIONING

A climate control system shall be furnished in the cab. The system shall consist of a 45,000 BTU air conditioning evaporator and 33,400 BTU heater centrally located on the forward slope of the raised roof.

The system is to have a 13.1 cu. in. minimum compressor mounted on the engine to provide the compressed refrigerant to the system. The compressor is to be plumbed to a heavy duty truck, triple fan air conditioning condenser mounted on the cab roof. The condensing unit shall have an aerodynamic shroud that is painted to match the color of the cab roof. There shall be an extended life filter receiver/dryer with a pressure relief valve installed to protect the system from contaminates, moisture, and high pressure. It is to have a sight glass for visual inspection and ease of service.

The evaporator shall have an externally equalized expansion valve and be thermostatically protected to prevent freeze up. Dual high performance 3-speed blowers shall provide a minimum of 650 CFM air flow. Each blower is to be controlled separately. Eight (8) downward facing adjustable diffusers with shutoff capability shall be utilized to direct the air flow through the cab.

The air conditioning controls, on/off switch, thermostat control, and blower switches shall be located on the climate control display module within reach of the driver.

The climate control system shall utilize both automatic and manual control methods.

The climate control display's system standby screen shall maintain all of the climate control functions OFF.

The climate control display's automatic operation screen shall allow the user to select a desired temperature and the climate control system shall automatically choose the temperature mode (cool or heat) and the fan speed (low, medium or high) to maintain the desired temperature.

The climate control display's manual operation screen shall allow the user to set the temperature mode (cool or heat) and the fan speed (low, medium or high) as desired.

CAB INSULATION

Foam rubber type insulation shall be installed in the rear wall and the cab ceiling to provide a better sound and heat barrier. The insulation shall be a minimum of 1" thick. The material shall be compliant with FMVSS-302.

EMI/RFI PROTECTION

The apparatus shall incorporate the latest designs in the electrical system with state-of-the-art components to insure that radiated and conducted electromagnetic interference (EMI) and radio frequency interference (RFI) emissions are suppressed at the source.

The apparatus proposed shall have the ability to operate in the environment typically found in fire ground operations with no adverse effects from EMI/RFI.

EMI/RFI susceptibility is controlled by utilizing components that are fully protected and wiring that utilizes shielding and loop backgrounds where required. The apparatus shall be bonded through wire braided ground straps. Relays and solenoids that are suspect to generating spurious electromagnetic radiation are diode protected to prevent transient voltage spikes.

In order to fully prevent radio frequency interference, the purchaser shall be requested to provide a listing of the type, power output, and frequencies of all radio and bio medical equipment that is proposed to be used on the apparatus.

BATTERY BOX TRAY - STAINLESS STEEL

The battery box trays shall be stainless steel to reduce the corrosive potential of the tray. The battery hold down and brackets and hardware shall also be made of stainless steel.

BATTERY BOX COVER - STAINLESS STEEL

To reduce road spray a stainless-steel cover shall be installed on each battery box.

BATTERY JUMPER STUDS

Battery jumper studs shall be provided on the chassis. The jumper studs shall be mounted underneath the cab, on the rear of the driver's side battery box. The studs shall be connected to the chassis batteries with 1/0 color coded cables, red for the positive cable and black for the negative cable. The studs shall be protected with color coded plastic covers when not being used.

BATTERY BANK

A single battery system shall be provided, utilizing four (4) high cycle type Group 31 batteries.

This system shall be capable of engine start after sustaining a continuous 150 Amp load for 10 minutes with the engine off (NFPA-1901).

A battery disconnect switch (Rated at not less than 450 Amps continuous) shall be used to activate the system and provide power to the power panel. A green pilot light shall illuminate to indicate that the1 battery bank is activated.

BATTERY CABLES

All battery wiring shall be "GXL" battery cable capable of handling 125% of the actual load. It shall be run through a heat-resistant flexible nylon "HTZL" loom rated at a minimum of 300 degrees Fahrenheit. All cable connections shall be machine crimped and soldered.

STARTING CIRCUIT

One (1) engine start button is to be located on the lower right dash panel. It shall be wired to heavy duty solenoid rated at not less than 1100 amps. The battery indicator light is to be located directly above the start button to indicate that the battery bank is on.

BATTERY POWER BUS BARS

There shall be solid copper bus bars utilized for the direct connections between batteries. These bus bars shall be nickel plated for corrosion resistance and provided with color coded heavy shrink tube between the batteries for short circuit protection.

BATTERY ON INDICATOR LIGHT

A steady burning blue Whelen OS Series LED shall be mounted on the driver's dash facing forward to be seen from outside the front of the cab. The light is to illuminate whenever the battery switch is in the on position and the parking brake is set.

BATTERY CHARGER

A Kussmaul Chief Series Auto Charge 4012, 40 Amp, Triple Battery Bank Charger with onboard display shall be installed for charging the batteries. Automatic sensing of the battery condition shall stop charging when the batteries are fully charged.

The charger shall be installed behind the driver's seat in the cab.

The charger shall include the following features:

Dual Battery Type Technology – allows for two (2) dissimilar battery chemistry charging at the same time. Accommodates Flooded, Gelled Electrolyte, AGM, Odyssey®, Lithium Iron Phosphate (LFP), and customized.

Parasitic Load Compensation (PLC) – allows for user input of total accessory load amps on the vehicle. This allows the charger to shift the absorption stage set point, so the battery voltage drops to the float voltage when the desired current is reached.

Configurable for 3-step or float charging.

REMOTE CONTROL PANEL

A KUSSMAUL 091-266-RCP remote control panel shall be provided.

REMOTE CHARGE INDICATOR LOCATION

The remote charge indicator shall be located on the driver's seat box adjacent to the master battery switch.

SHORELINE AUTO-EJECT

A KUSSMAUL Super Auto Eject, model 091-55-20-120-XX, with weatherproof cover shall be provided.

The Super Auto Eject is to be completely sealed when the cover is closed to prevent internal contamination of the working components.

The internal switch arrangement of the Super Auto Eject shall be designed to close and open the 120-Volt AC circuit after the mating connector is inserted and before the shoreline outlet connector is ejected. This design shall prevent arcing at the connector contacts to provide long life.

The electrical connection shall be provided as a 120-Volt AC - 20 Amp type using a NEMA 5-20P connector.

ELECTRICAL INLET COVER

The Auto-Eject cover shall be a Kussmaul 091-55-XX model.

ELECTRICAL INLET COVER COLOR

The Auto-Eject cover shall be yellow in color.

ELECTRICAL INLET LOCATION

The Auto Eject assembly shall be mounted on the exterior of the cab behind the driver's door.

ENGINE ENCLOSURE

To reduce the noise in the cab the engine enclosure metal on the inside of the cab shall be completely covered with Acoustiblok sound isolation material. The material shall be sealed at all seams with acoustical sealant.

The engine enclosure inside the cab will be padded with an additional layer of sound and heat absorbing foam and covered with heavy duty vinyl trim upholstery to match or accent the interior of the cab.

The underside of the engine enclosure shall be covered with a sandwiched material for interior cab noise and heat rejection. This sandwiched acoustical material shall have one layer of 1/8" foam, a 3/16" single barrier septum and a 7/8" layer of foam to provide on overall thickness of 1-3/16". The sandwich material shall be chemically bonded to prevent layer separation. A finished surface treatment of metalized film shall be provided on the engine side of the barrier. The acoustical barrier shall be held in place with mechanical fasteners in addition to adhesive.

The insulation for protection from heat and sound shall keep the dBa level within the limits stated in the current edition of NFPA 1901.

CAB DOORS - INTERIOR TRIM

To provide durability the interior of the cab doors shall be finished with full length aluminum panel that is finished with spatter paint.

INTERIOR CEILING PADDING AND TRIM

The cab front interior ceiling shall have a one-piece, removable, vinyl headliner to cover all wiring and tubing used for lights and antenna leads.

REAR WALL COVERING

The rear interior wall of the cab shall have a two-piece, removable, wall covering to finish the interior trim, cover all wiring and tubing used for lights and antenna leads.

FLOOR COVERING

The front and rear floor areas of the cab shall be covered with "HUSHCLOTH" sound barrier floormats. This floormat shall be a three-ply material with a 3/16" thick open cell isolation barrier of Polyurethane, a 3/32" thick closed cell Nitrile mid barrier for section reinforcement, and a 1/16" thick embedded pebbled grain wear surface.

REFLECTIVE MATERIAL - INTERIOR CAB DOORS

The cab front and crew doors shall have a SecuriTrim chevron installed inside each door. The reflective material shall be red/yellow-green diamond grade 3M 983.

STEERING WHEEL AND COLUMN

The steering wheel shall be an 18.00-inch diameter, leather wrapped 4-spoke wheel.

The center area of the steering wheel will house the driver’s air bag, DOT horn, and / or air horn-siren controls as described elsewhere in these specifications.

The steering column shall be a Douglas tilt / telescopic type with an integral high beam / turn signal control switch. The column shall have self-canceling design for the turn signal switch. A 4-way warning "Hazard" light switch shall be mounted on the column.

The turn signal arm will also contain the windshield wiper controls, providing on/off, intermittent, and timed control of the wipers. The wipers will have an auto park feature.

The steering column shall also house the driver’s knee air bags if specified.

A lever on the left side of the steering column shall control the tilt / telescope feature.

There shall be a rubber boot installed to cover the steering shaft from the dash to the floor.

GRAB HANDLES

One (1) molded grab handle shall be installed on the driver's side on the A Post.

One (1) additional molded grab handle shall be installed inside the cab. The handle shall be located on the officer's side on the A Post.

Two (2) additional molded grab handles shall be installed in the cab. These handles shall be located one each side on the B Posts side of the crew area doors.

RADIO COMPARTMENT WITH DOOR

Beneath the officer's seat there shall be a radio compartment with interior dimensions of 19.50 inches wide x 17.00 inches long x 7.00 inches high.

This compartment shall have a diamond plate door mounted on a piano hinge.

COMPARTMENT OPEN LIGHT

A Red Open Compartment Flashing Light, Whelen OS Series LED shall be mounted on the driver's side face of the overhead panel.

A black flange is to be supplied with the light.

This light is wired with a flasher to the power panel for completion to circuit on the body.

The light circuit shall be wired so that the light circuit is deactivated when the parking brakes of the apparatus are applied.

A label shall be applied adjacent to the light '**DOOR OPEN**'.

CAB DOME LIGHTS

There shall be six (6) Whelen Model CREGCS 6.00-inch round dome lights provided and installed in the cab ceiling.

The lights shall have dual red and white, fade to off, LED elements.

One (1) each, inboard, near the driver and officer and the four (4) remaining lights shall be mounted above each riding position on the crew cab ceiling, evenly spaced side to side across the ceiling and centered on the cab entrance doors.

CAB DOME LIGHTING ACTIVATION

The cab dome lights shall be controlled in the following manner:

- Individually, red or white light, via a switch on the light.
- All lights, red or white, via a switch in the driver’s overhead console
- All lights, red or white, based on switch position, by opening any cab door.

CAB FLOOR LED STEP LIGHTING

The floor of the cab shall be trimmed with a ribbed aluminum extrusion. The extrusion shall protrude approximately .75 inches over the floor area to provide a mounting channel and guard for an LED integrated light.
The LED lighting shall illuminate the step area of the cab and all step lights shall be illuminated when any door is opened and the battery selector switch is in the on position.

The lighting shall be operable in either white or red depending upon control circuitry.

LIGHT - ACTIVATION

The lighting shall be activated by opening a cab door.

DRIVER'S OVERHEAD SWITCH PANEL

There shall be a switch panel provided and installed above the driver's seating position. The panel shall be ergonomic molded with rocker type switches with dimmable backlighting. The switches shall be clearly labeled.

The following switch controls shall be provided (left to right):

Top Bank:

Switch 1: Engine Regeneration Inhibit
Switch 2: Engine High Idle
Switch 3: Interior Cab White Lighting
Switch 4: Ground Lights
Switch 5: Head Lights
Switch 6.: Dash Dimmer Up

Bottom Bank:

Switch 1: Engine Regeneration Start
Switch 2: Mirror Heat
Switch 3: Interior Cab Red Lighting
Switch 4: Mud & Snow ATC Disable
Switch 5: Parking Lights
Switch 6: Dash Dimmer Down

DRIVER'S & OFFICER'S RUGGED DASH CONSOLE

The housings for the driver's instrumentation and the officer's side dash housing shall be rugged metal fabrications.

The fabrications shall be provided with a black textured, powder-coated finish.

The apparatus is expected to operate in adverse conditions and have a long-life cycle.

OFFICER'S SIDE GLOVE BOX

There shall be two (2) glove box storage slots provided at the officer's side of the dash. The openings face the officer and shall measure approximately 4.50 inches high x 14.00 inches wide by 11.00 inches deep with a 15-degree angle to restrain stored items.

INSTRUMENTATION AND CONTROLS

An ergonomically designed instrument panel shall be provided. The instrument panel shall have a black textured anti-glare surface finish. The instrument panel shall be secured with mechanical fasteners to provide easy access for servicing.

A self-diagnostic message center shall be included above the steering column in the instrument panel and the provided gauges shall have red LED backlighting for enhanced visibility.

When the 'on' initial ignition sequence is initiated a lamp check function shall illuminate and sequence the drivetrain warning light indicators. The self-diagnostic message center shall display a warning if data link communications are lost.

The instrument panel shall include the following gauges and indicators.

- Electronic speedometer with LCD odometer
- Electronic tachometer
- Engine Coolant Temperature gauge with warning light and buzzer
- Engine Oil Pressure gauge with warning light and buzzer
- Transmission Fluid Temperature gauge, with warning light and buzzer
- Two (2) air pressure gauges, each with warning light and buzzer
- Voltmeter with low voltage warning light and buzzer
- Fuel Level gauge
- DEF Level gauge
- High Beam indicator light
- Parking Brake set light
- Turn Signal indicator lights
- Low Level Power Steering Fluid indicator light
- Low Level Windshield Washer Fluid indicator light

The engine control panel is to be located beneath the instrument panel, to the left side of the steering column. The panel shall have a black textured anti-glare surface.

The engine control panel shall include the following:

- Keyless ignition switch with a green pilot light
- Engine start button

The apparatus control panel is located beneath the instrument panel, on the right side of the steering column. The panel shall have a black textured anti-glare surface. The apparatus control panel is designed for the location of pump shift controls, if applicable.

AUDIBLE TURN SIGNAL REMINDER

There shall be an audible alarm that shall sound when the turn signal remains flashing for a distance greater than one mile. The reminder shall not sound when the hazard lights are operating.

AUDIBLE LIGHTS ON REMINDER

There shall be an audible alarm that shall sound when the headlight switch is left in the on position and the ignition is off. The alarm shall self-cancel after 2 minutes of operation.

AUDIBLE PARKING BRAKE REMINDER

There shall be an audible alarm that shall sound when the parking brakes are NOT set, and the ignition is turned off. This alarm shall self-cancel after 2 minutes.

The Parking Brake reminder shall sound an audible alarm when the parking brakes are set and an indicated speed of over two miles per hour occurs.

DUAL TRIP ODMETERS

There shall be two (2) trip odometers in the driver's information center. Each shall be capable of independent operation and reset. They shall be labeled Trip1 and Trip2 when the trip mileage is shown in the LCD panel.

SPEEDOMETER ACTIVATED IN PUMP MODE

The speedometer and odometer shall be activated while in pumping mode.

LOW FUEL LIGHT

A "Low Fuel" warning light and alarm shall be installed in the dash message center. This light shall illuminate when the apparatus fuel level reaches 25% of the fuel remaining.

TRANSMISSION OVERHEAT WARNING LIGHT

A transmission oil temperature light with alarm shall be provided on the dash message center.

LOW VOLTAGE WARNING

A low voltage indicator light shall be installed on the dash message center. An alarm and the dash indicator light shall activate when the system voltage drops below 11.8 volts.

AIR CLEANER RESTRICTION INDICATOR

An air cleaner restriction indicator shall be installed in the driver's message center. The indicator shall provide visual warning when a high air restriction condition exists for a minimum of 4 seconds.

LOW COOLANT WARNING

Low coolant warning shall be accomplished through the engine electronics to provide driver warning via the engine stop warning light.

FORWARD ENGINE ENCLOSURE CONTROL CONSOLE

There shall be a rugged metal fabricated control console with a black textured, powder-coated finish provided and installed on top of the engine enclosure. The console shall be designed in such a manner as not to adversely obstruct the drivers view.

The console shall be provided with a removable access cover for servicing and designed with three (3) distinct surfaces (driver, officer, and center) to provide maximum visibility and access to equipment and controls mounted at the engine enclosure.

There shall be a sixteen (16) place switch panel provided and installed that is accessible to the driver position. The panel shall have ergonomic molded, rocker type switches with dimmable backlighting. The switches will be clearly labeled.

The panel shall include a master warning light control switch to allow for pre-selection of response mode functions. The switch shall be red in color.

The remaining switches shall be programmed and labeled as required for components specified in the specifications.

There shall be a four (4) place switch panel provided and installed that is accessible to the officer position. The panel shall have ergonomic molded, rocker type switches with dimmable backlighting. The switches will be clearly labeled.

The switches shall be programmed and labeled as required for components specified in the specifications.

There shall be dedicated mounting areas at the center position of the engine enclosure console provided for the following equipment, if applicable:

- Electronic Siren mounting location
- 2-way Radio mounting location
- Traffic Director lighting control mounting location
- Intercom controls mounting location

PARKING BRAKE CONTROL VALVE

The parking brake control valve shall be in the driver's dash engine control panel.

STORAGE TRAY AND CUP HOLDERS

There shall be a storage assembly with cupholders provided on top of the engine enclosure.

The storage area shall include two (2) open recessed storage trays with approximate dimensions of 4.00 inches wide by 8.00 inches long.

To the rear of the storage trays there shall be two (2) recessed single cup holders, one (1) within reach of the driver and one (1) within reach of the officer. The cupholders shall be sized to fit a 32 oz Nalgene bottle or similar.

The storage assembly shall be constructed from metal and have a black powder coated finish.

USB/USB-C CHARGING PORT

There shall be two (2) 4.2 amp USB-A and USB-C charging ports provided and installed in the cab. One (1) shall be installed in the driver's area of the cab and one (1) shall be installed in the officer's area of the cab.

The power point shall be wired to switched battery power with the appropriate wire size and fuse.

TEMPERATURE MONITOR

A Kussmaul Temperature Module shall be installed in the driver's area of the cab. The module shall have a built-in LED indicator to show the outside temperature in either °F. The monitor display will blink at 32°F to indicate the roads may be icy.

MULTIPLEXED ELECTRICAL SYSTEM

The apparatus shall be equipped with a Class-One Multiplex system. This system shall consist of a SuperNode (main control unit) that communicates by Controller Area Network (CAN) to various input/output(I/O), and Power Distribution modules(PDM).

The multiplex system shall provide advanced diagnostic capabilities to assist in troubleshooting the electrical system of the apparatus. Troubleshooting can be done using info display and/or a computer connected to the main control unit.

CAN is a J-1939 data bus that provides a wired data bus for the SuperNode to communicate with various modules, engine, and transmission.

The multiplex system consists of one or more of the following components:

- SuperNode—This is the main control unit where the program resides, and all logic, load management, reporting and diagnostics is performed. The SuperNode has a built-in Vehicle Data Recorder (VDR). This unit has connections for CAN, inputs, high current outputs, high current power, computer access for VDR, programming and diagnostics.
- PDM—This I/O module has inputs and outputs that can drive high current capable outputs. It provides information such as Input status and output current status. All output current is monitored and controlled by the SuperNode.
- I/O Modules—These modules can be a combination of I/O or independent inputs or outputs. The current output is typically less that the SuperNode or PDM.
- VDR—In addition to the VDR built into the SuperNode, a seat input monitor shall be used along with information from the power train via J1939 shall be collected and stored in the SuperNode. This information can be downloaded to a computer via USB cable.
- Display—This will provide status of seats and belts, various alarms, access to specific settings and a visual view of I/O.

CHASSIS COLOR CODED WIRING

All wiring shall be color coded and continuously marked with the circuit number and function shall fully meet NFPA and SAE requirements. Various wire colors will be used to identify circuits along with the circuit number permanently marked on the wire at no more than 6” intervals.

All wiring shall be covered in nylon heat resistant "HTZL" loom rated at a minimum of 300 degrees F exceeding the heat requirements of NFPA-1901.

The chassis cab, engine and transmission shall be electrically bonded to the chassis frame rails with braided ground straps.

ELECTRICAL SYSTEM CONNECTORS

Where needed or required, all connectors shall be of the automotive type and suitable for the purpose and environment. These connectors shall become mechanically locked and sealed when mated.

All single wire terminations requiring special connectors such as a ring terminal shall be crimped and covered with adhesive heat shrink tubing. Fork terminals are shall not be allowed. **NO EXCEPTIONS.**

INFORMATION DISPLAY MODULE

The Information Display Module for displaying text, warnings and diagnostics. The information Display Module shall allow the fire department to access and change load management shedding priority and maintenance text listing the routine maintenance items and lubrication capacities on the apparatus. For displaying text, warnings and diagnostics. The total engine run time in hours shall be displayed.

USB PROGRAMMING PORT

There shall be a cable connected to the Supernode that is routed to the underside of the driver's dash. The cable shall terminate in a USB bulkhead connection with a protective cover.

A label shall be applied adjacent to the connector.

HAAS ALERT R2V COLLISION PREVENTION SERVICE

HAAS Alert Model Number "HA-7" shall be provided and installed.

The device shall be constructed of high strength, impact resistant, RoHS compliant ASA plastic, thermoplastic elastomer, IP65 water resistant, and vibration resistant. The device shall have a LTE modem capable of communicating with local cellular networks and a GNSS antenna for GPS positioning.

Real-time cellular V2V (vehicle-to-vehicle) connectivity shall be capable of alerting drivers of emergency vehicles at risk of collision to alert the apparatus of other responding emergency vehicles. Secure HAAS Alert *Safety Cloud*® integration shall be provided, offering real-time communication with motorists via in-dash infotainment and IVI (In-vehicle Infotainment) units, Waze and other popular consumer navigation applications. HAAS Alert R2V will provide a companion web-based dashboard containing visual apparatus location, response data, and reporting.

The device shall be installed so that the "trigger" wire is engaged whenever the E-Master is activated. Constant +12V power wire shall be "ON" at all times. The device shall have an automatic "sleep" mode whenever the apparatus power source falls below ~12.2V. The unit shall be mounted in the overhead access panel.

A three (3) year subscription of data monitoring and transfer shall be provided. After three (3) years it will be the responsibility of the end user to renew the subscription to continue data service.

HAAS ALERT RESPONDER-TO-RESPONDER ALERTING

The HAAS Alert system shall include the Responder-to-Responder (R2R™) feature with the three (3) year subscription provided.

The R2R alerts shall notify Fire and EMS crews when other Safety Cloud-equipped vehicles are in active response mode and are imminently approaching the same intersection. A set of lights attached inside the vehicle will alert operators that a potential collision is imminent, providing critical warning to slow down.

CAB AIR PURIFICATION

A USSC Active Air Purification System with PHI Cell Technology shall be provided and installed. The system shall be installed in the crew area of the cab and will be active anytime the master battery switch is in the "ON" position.
The system shall provide purification of the air inside the apparatus.

System Construction

The unit shall contain a PHI Cell using a UVC light with a quad-metallic hydrophilic catalyst to generate H2O2 and reactive oxygen species (ROS) to sanitize against various microbial species. The system shall produce H2O2 at 20 to 50 parts per billion (PPB) to sanitize the atmosphere inside the apparatus. The system shall be properly sized per application to support virus and bacteria kill rates. The unit shall be stand-alone and contain its own airflow mechanism, with a stainless-steel outer housing. The expected PHI Cell life shall be no less than one (1) year. The unit shall be environmentally friendly and not emit direct UVC outside of the unit. The system shall not generate H2O2 levels above 0.1 ppm (1/10 of OSHA limits of 1 ppm) in the installed apparatus.

System Certification/Testing

The system shall be 3rd party tested to system components. The manufacturer must be ISO 9001:2015 certified. The system shall meet all applicable sections of IEC 61373:2010 for shock and vibration, and SAE J1455 for electrical specifications.

Electrical Wiring/Function

The system will be 12 VDC powered from the switched vehicle battery power. The system will draw a maximum of 1.5 amps and have a 5-amp integrated fuse in the wire harness or a circuit breaker as determined by the vehicle manufacturer.

System Operating Conditions

The unit shall be resistant to dust particles normally found in apparatus.

The unit shall be permitted to operate at any time with or without occupants in the cab and shall pose no harm to the occupants from H2O2, Ozone, or UVC light. **NO EXCEPTIONS**

BACKUP CAMERA

There shall be an ASA Audiovox video system provided on the apparatus.

BACK-UP CAMERA MONITOR

The color monitor shall be manufactured by ASA.

The 7.00 inch color LCD monitor contains a water proof housing, circuit protection, backlit controls, integrated audio speaker, NTSC and PAL video signal compatible, 3-camera inputs, manual (pushbutton) or automatic (trigger) source selection, auto power on (standby) day / night brightness modes, on screen display (OSD) for AV source, picture adjustment and volume level, non-volatile memory for picture and volume adjustment settings, anti-glare / anti-scratch protective lens, detachable sunshield.

MONITOR LOCATION

The monitor for the back-up camera shall be mounted in an overhead position visible to the driver.

REAR CAMERA - COLOR - HIGH PERFORMANCE

There shall be supplied a color, heavy-duty high-resolution observation camera.

The back up camera system shall be powered when the vehicle's transmission is placed into reverse.

CAMERA LOCATION

The back-up camera shall be mounted at the rear of the apparatus beneath the hosebed.

12Vdc POWER POINT

There shall be two (2) 12 Volt, socket (cigarette lighter) type, receptacles each with a rubber plug provided and installed in the cab.

One (1) shall be installed in the driver's area of the cab and one (1) shall be installed in the officer's area of the cab.

The power point shall be wired to switched battery power with the appropriate wire size and fuse.

120-VOLT AC WIRING

All 120-Volt AC wiring shall be wired to the shoreline connection, circuit protected with the proper wire size to handle the current shall be provided.

These circuits are provided for low amperage requirements of hand held chargers for radios and accessories.

CIRCUIT TERMINATION LOCATION

There shall be two (2) 120-Volt AC power circuits that shall terminate in the center of the cab on top of the engine enclosure.

ELECTRICAL OUTLET

The electrical outlet shall be a NEMA 5-20, rated at 120-Volt AC, 20-Amp, duplex straight blade receptacle.

POWER SOURCE

The 120-Volt AC power circuit shall be wired from the cab shoreline connection.

PUBLIC BROADCAST RADIO

The cab shall be equipped with an AM/FM Stereo Radio and four (4) ceiling mount recessed speakers.

The radio shall be a Jensen JHD910BT model that shall include the following features:

Waterproof
uV and Corrosion Resistant
Electronic US/Euro AM/FM Tuner
30 Programmable Presets (12 AM, 18 FM)
Non-Volatile Memory for User Settings and Preset Memories
7-Channel NOAA Weather Band

Weather Alert
Bluetooth Ready
Auxiliary Audio Input
2-Channel Amplified Audio Output
Backlit Controls with Selectable Illumination Color
Daylight Readable Display
Clock with 30-day Backup Power
Work Timer
Audible Beep Confirmation Tone

ANTENNA

The antenna shall be a JAN139 6.00 inch Rubber mast top JENSEN Antenna to withstand mobile audio environments with its heavy duty design.

The antenna shall be mounted to the front of the cab on the officer's side roof.

RADIO LOCATION

The radio shall be mounted in the overhead headliner within reach of the driver.

ROAD SAFETY KIT

One (1) 2-1/2# ABC DOT Approved fire extinguisher shall be provided. The fire extinguisher shall be shipped loose with the chassis.

One (1) set of DOT approved hazard triangles shall be supplied with the chassis. They shall be stored in a plastic case and shipped loose with the chassis.

CAB CRASHWORTHINESS TEST

Dynamic tests shall be performed to evaluate the crashworthiness of the proposed vehicle cab configuration to the requirements of NFPA 1901-09 section 14.3.2.

Cab roof strength shall be tested utilizing the dynamic preload criteria from SAE J24221 paragraph 5 specifications and procedures.

Front impact strength integrity shall be tested utilizing SAE J24202 with ECE R293 Annex 3 paragraph 4 equivalent energy.
Quasi-static roof strength shall be based on SAE J2422 paragraph 6 and ECE R293, paragraph 5 specifications and procedures.

A letter of certification shall be provided upon request by the department.

EXTERIOR GRAB HANDLES

There shall be extruded aluminum 24.00 inch grab handles mounted with stanchions at each door position. Molded rubber gaskets shall be installed under the grab handles to protect the painted surface of the cab.

RED WARNING LIGHT, CAB HANDRAILS

The rear door cab handrails shall contain red integrated LED lighting. The lighting shall be integrated into the grab bar, directed toward the rear of the apparatus. The LED lights shall flash with the emergency warning lights.

AMBER SIDE TURN SIGNAL, CAB HANDRAILS

The front door cab handrails shall contain amber integrated LED lighting. The lighting shall be integrated into the grab bar, directed toward the rear of the apparatus. The LED lights shall flash with the directional signals.

EXTERIOR GRAB HANDLES - BRIGHT FINISH

The cab exterior grab handles shall have a bright anodized finish.

FRONT GRILLE

A stylized three-dimensional stainless-steel front grille shall be installed on the cab face.

The front grille shall be equipped with a radiator rock guard, behind the grille to assist in preventing damage to the radiator core.

The cab shall have one (1) engine air intake on the driver side of the cab, one (1) engine hot air exhaust on the officer side of the cab.

These openings shall be covered with a honeycomb wire screen, and a stainless steel grille.

CAB GRILLES - BRIGHT FINISH

The cab front grille and side grilles shall have a bright finish.

CAB ICC MARKER LIGHTING

Five (5) amber Whelen OS Series LED cab face mounted clearance lights shall be supplied, mounted above the windshield.

Two (2) amber Whelen OS Series LED side clearance lights shall be supplied, one (1) each side mounted ahead of the front door.

An amber diamond shaped reflector shall be mounted on the lower corner of each cab front door adjacent to the door hinge.

CAB ICC MARKER LIGHTING - BRIGHT FINISH

These lights are to be mounted in a chrome flange.

HEADLIGHTS

Four (4) rectangular hi performance LED headlights shall be supplied, two (2) each side on the front of the cab, in a bezel assembly. Each headlight housing shall include an integrated halo ring lamp around the outer edge.

When the parking brake is released and the master battery switch is in the on position, the low beam head lamps shall be illuminated.

HEADLIGHTS - POSITION

The headlights shall be in the upper position.

HEADLIGHTS - BRIGHT FINISH

The headlights shall have a chrome bezel.

TURN SIGNALS

Two (2) rectangular Whelen 600 series LED turn signal lamps shall be mounted in a separate bezel outboard of the front headlights one (1) each side. These lights shall be amber in color with a populated arrow.

LENS COLOR

The lenses shall be clear in color.

LIGHT HOUSING - BRIGHT FINISH

These lights shall be mounted in a chrome plated bezel.

CAB MUDFLAPS

Mud flaps shall be installed behind the front tires. These mud flaps shall be a minimum of 22" wide to protect the underneath of the cab and body.

CAB GROUND LIGHTING - LED

There shall be one (1) white LED strip light in an armored extrusion shall be mounted beneath each cab door. These lights shall be designed to provide illumination on areas under the driver and crew riding area exits.

All cab ground lights shall automatically activate when any cab door is opened.

REARVIEW MIRRORS

Mekra Lang Aero mirrors shall be provided and installed, one (1) on each side of the cab, with a break-away bracket.

The flat glass head shall be heated and remote control. Below the flat mirror there shall be a convex head.

The mirror heads shall have a smooth chrome plated high impact non-metallic housing.

CAB SIDE WINDOWS

Two AS-2 tempered glass, fixed side windows, 26-1/2" high x 16" wide shall be furnished, one on each side behind the forward doors. All glass shall be tinted. These windows shall be installed with a one-piece triple locked rubber lacing material.

ELECTRIC WINDOWS

The four (4) roll-down door windows shall be equipped with electrically operated mechanisms to control the opening and closing of the windows. The controls shall be with a momentary switch in each door.

Three (3) additional switches shall be supplied in the driver's door to control all four (4) of the power windows from the driver's position.

POWERED DOOR LOCKS

The cab doors shall be supplied with powered door locks. Each door shall have a switch to lock or unlock the doors.

There shall be a remote switch mounted to the underside of the officer's side battery box tray in the event the doors are accidentally locked.

WINDOW TINTING

The cab side, crew door and, (cab rear if equipped) windows shall have GRAYLITE II tint (9% visible) to provide privacy and to assist in reducing the amount of heating inside the cab due to direct sunlight and unwanted glare.

UNDER CAB ENGINE MAINTENANCE LIGHT

One (1) LED engine maintenance light shall be supplied beneath the cab. This light shall illuminate automatically when the cab is tilted to the full tilt position.

STAINLESS CAB FENDERETTES

To reduce road splash on the cab sides, stainless steel fenderettes shall be installed around each the wheel opening.

STAINLESS CAB FENDERETTES - POLISHED FINISH

The cab fenderettes shall have a polished finish.

EXTERIOR REAR WALL DIAMOND PLATE OVERLAY

The cab exterior rear wall shall be covered with a single sheet of bright aluminum tread plate to protect the back of the cab from scratches.

CAB TILT SYSTEM

The cab shall tilt a minimum of 45 degrees for ease of serving. Tilting shall be accomplished by means of a tilt pump connected to two (2) heavy duty lift cylinders. It shall be equipped with a positive locking mechanism (service lock) to hold the cab in the full tilt position. Release of the service lock shall be by means of a pull type cable assembly. The cylinders shall have a velocity fuse at the base to prevent the cab from falling in the event of a hydraulic hose failure. The cab shall be capable of tilting 90 degrees for major engine service, if necessary. The 90 degree cab tilt shall be accomplished by removing the cab cylinder pins, removing one bolt in the steering shaft, and removing the front bumper and treadplate.

The cab shall have a three (3) point cab locking system. To prevent undue stresses in the cab, the cab mounting shall incorporate a five (5) point load mounting system.

The front cab pivot/lock assemblies shall utilize four (4) radially loaded, bonded rubber, axial mounts. These mounts shall have a maximum radial load rating of 925 pounds each and a torsional rating of 25 lbs-in/deg. Two one (1) inch diameter cab pivot pins shall be installed at the front of the cab.

The rear cab lock shall be center point mounted to prevent normal twist of the chassis from affecting the cab mounting, cab structure and windshield areas of the cab. This rear cab lock shall be mounted on a chassis crossmember to provide a stable platform for the locking system. The cab lock shall be mounted to a baseplate that is fastened to rubber isolators to reduce road noise and provide additional movement of the cab lock. This locking system shall automatically open prior to the cab tilting and automatically relatch when the cab is lowered completely into the travel position.

Two (2) outboard frame mounted urethane "V" blocks shall be provided at the rear of the cab. These dual purpose mounts shall align the cab upon lowering as well as provide non-latching support for the cab in the down position. With this system, extreme chassis twist shall allow the cab to move independently of the rear cab supports, reducing the structural stress damage often caused by outboard dual cab locking systems.

An electric-over-hydraulic cab tilt pump shall be supplied. This pump shall have a remote control for cab tilting operation. The control shall be "safety-yellow" in color.

A manual backup shall be provided for use in the event of electrical failure.

CAB TILT INTERLOCK

The cab lift system shall have a cab tilt interlock. The cab tilt shall not be able to be activated unless the master battery switch is in the on position with the parking brake set.

BACK-UP ALARM

A solid-state electronic backup alarm shall be installed on the rear of the apparatus and wired to the backup light circuit and shall activate when the transmission is placed into reverse mode.

INTERIOR FINISH

The interior of the cab shall be painted with spatter paint, solid black in color. Black spatter paint is selected for ease of repairs when the interior is scratched.

The cab metal finish shall be covered with one coat of base self-etching primer to fill the small surface imperfections.

Then the interior of the cab is to be blocked and a coat of sealer-primer is to be sprayed to the interior finish.

Next a sealer primer is applied and will be sanded to a smooth finish ready for final color coat application.

Two (2) coats of finished paint are to be applied to a final thickness of 4 mills.

The sun visors shall be supplied black in color.

HEADLINER COLOR

The interior headliner of the cab shall be black in color.

REAR WALL COLOR

The interior rear wall covering of the cab shall be black in color.

FLOOR COLOR

The interior flooring material of the cab shall be black in color.

DOOR PANEL COLOR

The interior door panel material of the cab shall be black in color.

CAB EXTERIOR FINISH

The exterior doors and all fixed cab glass are to be removed from the cab prior to the paint and body process beginning.

The final finish of the cab shall be to fire apparatus standards; exhibiting excellent gloss durability and color retention properties.

PREPARATION

The removal of all contaminates and oxidation is essential to the final effect of a finish system, the cab shall be precleaned with a Wax and Grease Remover and prior to evaporation, towel dried.

To remove all oxidation and foreign materials, the cab shall be sanded with a 180 grit abrasive using an orbital type disc sander.

All weld marks and other major surface imperfections shall be filled with a polyester type body filler, prior to body filler application special attention shall be given to the areas requiring filler again sanding and cleaning.
The body fillers shall be thoroughly mixed in accordance with the manufacturer's directions.

After the final coat of filler is sanded, spray polyester shall be applied in sufficient amounts as to provide a final base and sanded with abrasive paper.

PRECLEAN

Within 45 minutes of pretreat the cab must be again washed with a Wax and Grease Remover using a "Scotch brite pad". Towel dry prior to evaporation.

Special precaution shall be taken NOT to saturate any polyester body fillers with the cleaning solvents.

PRETREAT AND PRIMERS

The pretreat and primer applications shall be made in two independent steps. A combined pre-treat/primer one product application shall not be allowed as a substitute.

The prepared substrate shall be pretreated with an acid curing 2-component Transparent Primer. This pretreat shall be designed to provide corrosion protection and to create an adhesive bond between the substrate and the surface applications.

It is critical that the body fillers not receive a saturation of solvents associated with the pretreat application. Only the pretreat over spray resulting from product application to the adjacent metal areas should be allowed to come in contact with the body fillers.

All polyester body fillers are porous and shall absorb liquids. Solvents when absorbed not only soften but shall create swelling of the polyester filler. After sanding and later shrink the fillers shall create blemishes in the painted surfaces.

Prior to complete primer application, each area with applied body fillers be precoated with a 2-dry applications of primer (sander surfacer) of which shall be allowed to "Touch Dry" between coats. This procedure shall isolate the filled areas and protect them from subsequent product applications.

The primer (sander surfacer) shall be a poly-acrylic resin, zinc and chromate free surfacer that is designed to create a superb surface smoothness, increase the depth of color, and insure top coat gloss.

The cab after pretreat and precoat shall be primed with a 3 to 4 medium applications of a Hi-Build Tintable Surfacer.

To create a finish base that meets the rigid requirements of the fire and emergency service; the primed surface shall be dry sanded smooth thus removing all texture and surface imperfections with a 320 grit (minimum) sanding abrasive.

FINISH AND COLOR COATS

The color coat application shall consist of two to three applications of acrylic urethane color coat. After the color coat has been applied, the cabs shall be sprayed with 1.5 to 2.0 mills of clear coat finish. The clear coat finish is then sanded and buffed to remove any imperfections that can occur during the application of the color coat.

The final finish shall be free of dirt and sags and shall meet a minimum grade of 7 when compared to the "ACT" general orange peel standards by "ACT" Laboratories, Inc. Of Hillsdale, MI.
The final sanding and buffing of the clear coat shall result in a flat / glass like finish. The clear coat shall also provide a UV barrier to prevent fading and chalking.

PPG brand urethane materials will be used for the cab exterior paint.

DRIVER'S SEATING POSITION

The seat shall be H.O. Bostrom, Sierra 500, ABTS, with air ride suspension, high back seat with 5" of fore and aft slide adjustment. The seat shall have adjustments for height and ride with up to 3" of vertical travel. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.

OFFICER'S SEATING POSITION

The seat shall be H.O. Bostrom, Tanker 500 Series Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.

SCBA FILLER PADS

The SCBA seat is to have a filler pad installed to provide a smooth back for the firefighter when the air breathing apparatus is not in use.

SCBA SEAT BRACKET

There shall be an H.O. Bostrom SecureAll™ self-contained breathing apparatus bracket mounted into the seat cavity.

CREW AREA - REAR FACING LEFT OUTBOARD SEAT POSITION

The seat shall be H.O. Bostrom, Tanker 500 Series Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.

SCBA SEAT BRACKET

There shall be an H.O. Bostrom SecureAll™ self-contained breathing apparatus bracket mounted into the seat cavity.

CREW AREA - REAR FACING RIGHT OUTBOARD SEAT POSITION

The seat shall be H.O. Bostrom, Tanker 500 Series Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.

SCBA SEAT BRACKET

There shall be an H.O. Bostrom SecureAll™ self-contained breathing apparatus bracket mounted into the seat cavity.

CREW AREA - FORWARD FACING LEFT INBOARD SEAT POSITION

The seat shall be H.O. Bostrom, Tanker 500 Series Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.

SCBA SEAT BRACKET

There shall be an H.O. Bostrom SecureAll™ self-contained breathing apparatus bracket mounted into the seat cavity.

CREW AREA - FORWARD FACING RIGHT INBOARD SEAT POSITION

The seat shall be H.O. Bostrom, Tanker 500 Series Self-Contained Breathing Apparatus (SCBA) type seat with a fixed bottom cushion and a pivoting head rest. The seat shall contain a seat mounted 3-point seat belt with a shoulder belt adjustment of 4.7 inches.

SCBA SEAT BRACKET

There shall be an H.O. Bostrom SecureAll™ self-contained breathing apparatus bracket mounted into the seat cavity.

FORWARD FACING SEAT RISER

The center forward facing seat(s) shall be installed on a powder coated aluminum riser. The front of the seat riser will be open without a restraint system to provide a location for storage of small lightweight gear.

SEAT COVERING MATERIAL

The seats shall be covered in gray black Durawear™, a high strength-wear resistant, waterproof fabric.

SEAT BELT WARNING LABELS

The cab shall be equipped with two (2) seat belt warning labels. These labels are to be in full view of the occupants in the seated position.

HELMET RESTRAINTS - CAB MOUNTED

(6) Zico UHH-1 helmet restraint(s) shall be shipped loose for installation by the Fire Department.

CAB SEAT LOGO/SEAT BELT COLOR

The seats shall be provided with HME-Ahrens Fox standard logos. All seatbelts shall be red in color.

VEHICLE DATA RECORDER

The Apparatus shall be equipped with a Class1 “Vehicle Data Recorder” (VDR) that is connected to the power train CAN (Controller Area Network) bus consisting of transmission (TCM), engine control (ECM) and antilock brake (ABS) modules mounted on the apparatus.

The VDR will function as defined by NFPA utilizing the power train’s J1939 data.

The VDR data shall be downloadable by USB cable to a computer using either Microsoft™ or Apple™ Operating Systems using Class 1/ O.E.M. supplied reporting software.

SEAT BELT WARNING SYSTEM - MONITOR

Mounted in the overhead console in the driver's area the indicator system shall indicate seat belt use for each individual seating position when the seat is occupied, the seat belt remains unfastened and the parking brake is released.

IMMI 4FRONT SUPPLEMENTAL FRONT AIRBAG SYSTEM

The cab shall have a safety system designed and qualified by a 3rd party testing facility to protect occupants in the event of a frontal impact, and shall include the following:

- A supplemental restraint system (SRS) sensor. The sensor shall activate all pyrotechnic devices when a must fire event occurs. The SRS sensor shall perform real time diagnostics of all critical subsystems and shall record inputs immediately before and during a frontal impact event. An indicating light shall be visible on the vehicle's instrument panel allowing the driver to monitor the operational status of the SRS system.

- A driver side air bag shall be mounted in the steering wheel and is designed to protect the head and upper torso of the occupant, when used in combination with the 3-point seat belt.

- A driver side knee bolster air bag shall mount under the dash panel and around the steering column to protect the legs of the occupant, when used in combination with the 3-point seat belt.

- A passenger side knee bolster air bag shall be mounted in the panel, below the dash to protect the occupant legs when used in combination with a 3-point seat belt.

Both driver and passenger seating positions shall utilize buckle pretensioners to remove the slack and position the belted occupants in a frontal impact event.

FRONT BUMPER

A stainless-steel bumper shall be provided to the full width of the cab.

BUMPER EXTENSION

The front frame extension shall be bolted directly to the main rail. The extension and main rail joint shall have a 3/8" thick side plate for reinforcement. The completed apparatus must be able to be lifted at the front bumper without structural damage to the front extension for towing of a disabled vehicle.

The front bumper face shall extend 24 inches ahead of the front face of the cab skin.

FRONT JUMPLINE DISCHARGE

A 1-1/2" discharge shall be located at the front bumper. The front discharge shall be plumbed using 2" stainless steel pipe and wire reinforced high pressure hose coupled with stainless steel fittings.

The front discharge outlet shall have a 2" quarter-turn swing out valve with the control located on pump operator's panel.

The front discharge at the bumper shall be provided with a 2" to 1-1/2" polished stainless steel, 90° swivel adapter with 1-1/2" NST male outlet.
The discharge swivel shall be located to the officer side of the center hosewell on the top of the gravelshield.

The swivel shall be located so the pivot is vertical allowing for 360° rotation of the swivel.

AUTOMATIC DRAIN VALVE

One (1) Class 1, 3/4" automatic drain valve shall be supplied.

TOW HOOKS

Two (2) chromed tow hooks shall be provided and shall be attached directly to the front frame extension under the bumper. These tow hooks shall be attached with two Grade 8 bolts with hardened washers and Grade "C" distorted thread locknuts.

GRAVELSHIELD

A gravelshield shall be installed filling the area above the extension rails. This gravelshield shall be constructed of .125" thick NFPA non-skid, non-skid, aluminum treadplate. The gravelshield shall be supported at the front by the top flange of the steel bumper. At the rear, the gravelshield shall be supported by a steel substructure.

BRIGHT FINISH GRAVELSHIELD

The gravelshield shall have a bright finish.

CENTER HOSEWELL

A hosewell shall be mounted between the bumper extension rails in the center of the gravelshield. The hosewell shall be constructed of 11-gauge stainless steel. The hosewell shall be 31-1/2" wide x 9-1/2" deep x 19-1/2" front to back.

HOSEWELL COVER

The center hosewell shall include a diamond plate hinged cover. The cover shall be notched to provide clearance for pre-connected jumpline's to be stowed in the hosewell. A pair of stainless lift latches shall be used to open the lid with a gas shock to hold the lid in the open position.

HOSEWELL COVER

The hosewell cover shall have a bright finish.

LIGHTING - CENTER HOSEWELL

The interior of the center hosewell shall be illuminated with a white LED light strip. The light strip shall have an aluminum extrusion to protect the light from damage. The light shall illuminate when the ground lights are activated on the apparatus.

OPEN GRATE MAT - HOSEWELL

The floor of the hosewell shall be covered with black colored, open grate mat for improved ventilation.

FRONT BUMPER UNDERBODY LIGHTING

There shall be one (1) 36.00-inch white LED strip light in an armored extrusion provided at bottom of the center of the front bumper.

All underbody ground lights shall be switched on when the parking brake is set and the apparatus is running with the master battery switch in the "ON" position.

AIR HORNS

Dual stutter tone air horns shall be recessed into the front bumper, one each side immediately outside of the frame rails.

AIR HORN IGNITION CONTROL

To eliminate inadvertent operation the chassis air horns shall be operable only when the battery selector and ignition switch are in the "ON" position.

AIR HORN CONTROL SWITCH

The chassis air horns shall be controlled by a lanyard with a 'Y-chain'. The lanyard chain shall be mounted to the center of the overhead console within reach of both the driver and officer and shall terminate at the cab center.

AIR HORN OPERATION

The air horn and the electric horn shall be sounded simultaneously by depressing the horn button in the steering wheel.

ELECTRONIC SIREN

A Whelen electronic siren control, model 295SLSA1 full feature with 17 Scan-Lock siren tones including Radio Rebroadcast, Public Address, Manual, Wail, Yelp, Air Horn, Electronic Mechanical Siren tones and Piercer tones and hard-wired microphone, shall be provided.

SIREN CONTROL LOCATION

The siren control shall be mounted in the center console on top of the engine enclosure within reach of the driver and officer.

SIREN SPEAKERS

There shall be two (2) Cast Products aluminum 100-watt speakers provided. The speakers shall be recessed into the front bumper, one (1) each side in the outboard position on the flat portion of the bumper.

SIREN SPEAKER

The Cast Products siren speaker shall have a bright finish.

Q2B MECHANICAL SIREN

The front bumper shall include an electro-mechanical Federal Q2B™ siren which is streamlined, chrome-plated and produces 123 decibels at 10-feet. The siren measures 10.50 inches wide x 10.00 inches high x 14.00 inches deep.

The siren shall include a pedestal mount to surface mount on top of the gravel shield on the left (driver's) side.

Q2B MECHANICAL SIREN

The FEDERAL Q2B mechanical siren shall have a bright chrome finish.

MASTER WARNING LIGHT CONTROL

To eliminate inadvertent operation the mechanical siren shall be operable only when the Master Warning Light switch is in the "ON" position and the parking brake is released.

SIREN BRAKE SWITCH

A momentary switch shall be provided in the driver's switch panel for operation of the siren brake.

A second momentary switch shall be provided in easy reach of the officer for operation of the siren brake.

Each switch shall be labeled "SIREN BRAKE".

SIREN CONTROL SWITCHES

One (1) foot switch for the siren shall be provided on the left side of the driver's side cab floor and one (1) on the right side of the officer's side cab floor.

ONBOARD ELECTRONIC OPERATION AND MAINTENANCE MANUAL

There shall be a patented USB storage drive provided and installed in the vehicle cab to provide in-cab access to electronic copies of the Vehicle Operation and Maintenance Manuals with a cable and laptop.

The following information shall be accessible through the in-cab electronic Vehicle Operations Manual (eVom^{TM} - U.S. Patent 11,580,046).

- Operator's Manual
- Construction Bill of Material Parts List
- Water Tank Certification, if applicable
- Pump Certification, if applicable
- Pump Test Certification, if applicable

Electrical System:

- Complete wiring schematics for the vehicle.
- Diagrams of the vehicle showing the wiring harness routing within the vehicle. Each of these diagrams shall include the connectors between the harnesses that provide a hyperlink to a drawing of the actual connector where pin functions can be examined.
- Schematics for each system of the vehicle shall be provided with hyperlinks to the connectors for pin designations and to the vehicle drawings for harness location within the vehicle.

- As built wiring information

Air System:

- Complete air system schematics for the vehicle.
- Diagrams of the vehicle showing the air tubing routing within the vehicle.
- Schematics for each system of the vehicle shall be provided with hyperlinks to the tanks and valves and to the vehicle drawings for exact location within the vehicle.

ELECTRONIC & HARD COPY OPERATOR'S MANUAL

The manufacturer shall supply additional copies of the apparatus manuals. One (1) USB drive and one (1) hard copy Operator's Manual w/Parts List.

The following information will be included:

- Operator's Manual
- Construction Bill of Material Parts List
- Water Tank Certification, if applicable
- Pump Certification, if applicable
- Pump Test Certification, if applicable

Electrical System:

- Complete wiring schematics for the vehicle.
- Diagrams of the vehicle showing the wiring harness routing within the vehicle. Each of these diagrams shall include the connectors between the harnesses that provide a hyperlink to a drawing of the actual connector where pin functions can be examined.
- Schematics for each system of the vehicle shall be provided with hyperlinks to the connectors for pin designations and to the vehicle drawings for harness location within the vehicle.
- As built wiring information

Air System:

- Complete air system schematics for the vehicle.
- Diagrams of the vehicle showing the air tubing routing within the vehicle.
- Schematics for each system of the vehicle shall be provided with hyperlinks to the tanks and valves and to the vehicle drawings for exact location within the vehicle.

FIRE APPARATUS SAFETY GUIDE

Pursuant to NFPA 1901, 2016 edition, 40.20.2.3 (20) one (1) copy of the latest edition of FAMA's Fire Apparatus Safety Guide shall be supplied with the apparatus.

PUMP MODULE CONSTRUCTION - HALE MODULE

The pump module shall be a self-supported structure mounted independently from the body and chassis cab. The pump module shall be constructed entirely of extrusions and aluminum plate.

The framework shall be formed from beveled aluminum alloy extrusions and shall be electrically seam welded at each joint using 5356 aluminum alloy welding wire. The main framework is to be 3.00 inch x 3.00 inch x 0.18 inch, or 3.00 inch x 1.5 inch webbed 0.25 inch, 6063-T5 aluminum extrusion.

The pump module design must allow normal frame deflection through isolation mounts without imposing stress on the pump module structure or side running boards. The pump module shall consist of a welded framework, properly braced to withstand chassis frame flexing.

The pump module support shall be bolted to the frame rails of the chassis.

HALE MODULE WARRANTY

A standard 5-year warranty (Parts and Labor for the first two years and parts only years 3 - 5) will be provided by the pump module manufacturer, Hale products Inc.

RUNNING BOARDS

The pump module running boards shall be made of structural framework.

The running boards shall be independent of the apparatus body and shall be integrated to the pump module structure only.

STEP SURFACE

All materials used for exterior surfaces designated as stepping, standing, and walking areas, and all interior steps meet or exceed the minimum slip resistance in any orientation of 0.68 when tested wet using the English XL tester in accordance with the manufacturer's instructions, as well as NFPA 1900 current edition.

RUNNING BOARDS - BRIGHT FINISH

The running boards shall have a bright finish.

PUMP COMPARTMENT DUNNAGE

There shall be a dunnage compartment furnished on top of the pump module. The dunnage area shall be as large as possible.

DUNNAGE COMPARTMENT GRAB HANDLES

Two (2) extruded aluminum grab handles shall be provided and installed, one (1) on each side of the pump compartment module. The grab handles shall be mounted on the side of the dunnage compartment just below the top edge mounted horizontally to provide easy access to the dunnage compartment.
Molded rubber gaskets shall be installed under each grab handle to protect the surface of the dunnage compartment.

GRAB HANDLES - BRIGHT FINISH

The grab handles shall have a bright finish with chrome stanchions.

PUMP COMPARTMENT WORK LIGHT

The pump compartment shall have one (1) white LED strip light inside the pump compartment to provide illumination of the pump compartment.

The work light shall be activated with the parking brake.

LEFT SIDE PUMP CONTROL PANEL

All pump controls and gauges shall be located at the left (street) side of the apparatus and integrated to the pump compartment and properly identified. The layout of the pump control panel shall be ergonomically efficient and systematically organized.

The pump operator's panel shall be horizontally hinged along the bottom edge and secured with two (2) push button latches.

The lower panel shall also be mechanically fastened and will contain all inlets and outlets specified with the drains located on lower on the panel.

RIGHT SIDE PANEL

There shall be two (2) panels on the right side of the pump compartment. The upper access panel shall be vertically hinged along the forward edge and secured with push button latches. The lower panel shall be mechanically fastened and contain the right-side inlets and outlets specified with the drains located lower on the panel.

PUMP PANEL FINISH

The pump panels shall be fabricated of 14-gauge stainless steel and shall have a brushed finish.

VALVE CONTROLS

Unless specified otherwise, the discharge valves shall be controlled with a side mount push-pull valve control assembly.

All push-pull valve controls shall have quarter turn locking control rods with chrome plated zinc tee handles. The guides for the push-pull control rods shall be chrome plated zinc castings securely mounted to the pump panel. Push-pull valve controls shall be capable of locking in any position. The control rods shall pull straight out of the panel and shall be equipped with universal joints to eliminate binding.

The handles shall be of an ergonomic design with a recessed area for a color-coded name plate.

PUMP PANEL IDENTIFICATION TAGS

All discharges and intakes shall have plastic color-coded Innovative Controls identification tags, with each having its own unique color.

Color-coding shall include the labeling of the inlet, outlet, and the corresponding drain for each.

FRONT PUMP COMPARTMENT PANEL

A single piece aluminum diamond plate panel shall be provided and fastened to the front of the pump module.

PUMP COMPARTMENT WIDTH

The width of the pump compartment (front to back) shall be 42.00 inches.

PUMP COMPARTMENT WIDTH (PANEL TO PANEL)

The width of the pump compartment (side panel to side panel) shall be 72.00 inches.

PUMP PANEL LIGHTING

A single full length OnScene LED strip light shall be installed under a formed stainless steel light hood on each side of the pump compartment. The lights shall provide illumination per NFPA specifications to ensure safe operations at night.

PUMP PANEL LIGHTING ACTIVATION

All pump panel lighting shall be activated when the park brake is applied.

PRESSURE GOVERNOR AND MONITORING DISPLAY

The apparatus shall be equipped with the Class1 Total Pressure Governor (TPG) System. The TPG Pressure Governor System is a J1939 CAN based pressure governing system that consists of a display, pressure transducers and associated wiring.

The Total Pressure Governor (TPG) is an SAE J1939 Controller Area Network (CAN) device that controls engine speed using data communications directly to the engine ECU or with an analog control signal. The governor is able to monitor engine RPM and other pertinent data directly from the engine ECU. Engine information is available directly so that NFPA required instrumentation is delivered through a single unit saving panel space and delivering engine specific warnings as determined by each engine manufacturer.

The controller is 4.44 inches wide by 6.00 inches high x 2.25 inches deep. It has easy-to-read alphanumeric displays and programmable presets with an integrated alarm out-put to provide a warning whenever anything is out of parameters.
The following parameters shall be visible:
Engine Oil Pressure
Engine Coolant Temperature
System Voltage
Engine RPM
Pump Hours

MASTER GAUGES

Class 1 4.50 inch (100 mm) gauges shall be provided and installed for the master intake and master discharge gauges at the pump operator's panel.

The gauges are interlube filled with a patented Sub-Z II freeze-proof isolator. The stem and bourdon tube are filled and sealed with a low temperature liquid to prevent water entering and prevents freezing and damage to the gauge. The interlube fill eliminates fogged lenses, rust and corrosion.

GAUGE SCALE

The master intake gauge shall be marked for a reading from -30 to 400 PSI and the master discharge shall be marked for reading a discharge pressure of 0 to 400 PSI.

GAUGE FACE COLOR

Each gauge shall have black markings on a white face.

The master intake gauge shall be labeled 'INTAKE'.

The master discharge gauge shall be labeled 'DISCHARGE'.

PUMP TEST PORTS

There shall be port connections for pressure and vacuum provided at the pump operator's panel. One (1) shall be connected to the intake side of the pump, and the other to the discharge side of the pump.

DISCHARGE GAUGES

Class 1 discharges gauge shall be provided and installed for reading the pressure of each discharge greater than 1.50 inches (38 mm) in diameter, unless otherwise specified, at the pump operator's panel. The gauges shall be 2.50 inches in diameter.

The gauges are interlube filled with a patented Sub-Z II freeze-proof isolator. The stem and bourdon tube are filled and sealed with a low temperature liquid to prevent water entering and prevents freezing and damage to the gauge. The interlube fill eliminates fogged lenses, rust, and corrosion.

GAUGE SCALE

Each shall be marked for a reading from 0 to 400 PSI.

GAUGE FACE COLOR

Each gauge shall have black markings on a white face.

WATER TANK INDICATOR

The apparatus shall be equipped with a Class1 “ITL-40” Tank Level Gauge for indicating water level at the operator's panel. The tank level gauge shall indicate the liquid level or volume on an easy-to-read multi-color LED display and show increments of 1/8 of a tank.

The tank level gauge system shall include:

1) A pressure transducer that is mounted on the outside of the tank in an easily accessible area.
2) A super bright LED display viewable from 180 degrees with a visual indication at nine (9) accurate levels.

3) A set of weather resistant connectors to connect to the digital display, to the pressure transducer and to the apparatus power.
4) The system shall include the ability to display “text messages”

The system shall include built-in diagnostic capabilities.

FACE PLATE - BLUE

A blue face plate shall be provided for the gauge.

SMART ROCKER SWITCH PANEL

There shall be a Class One Smart Rocker Switch Bank panel, containing four (4) switches provided and installed at the pump operator's panel. The switch panel shall be used to control lights and other accessories.

The switches shall be waterproof, backlit rocker type, with the specific function laser engraved on the switch face.

The switch functions will be detailed in the specifications with the individual components.

AIR HORN ACTIVATION SWITCH

A red switch shall be located in the first position of the Smart Switch bank panel to activate the chassis air horn.

The switch shall be a momentary rocker switch with a cover and shall be supplied with the proper identification label.

MIDSHIP PUMP

The pump shall be a Hale Q-Max model, single stage midship pump. The pump shall have a capacity of 1500 gallons per minute, measured in US gallons.

PUMP CONSTRUCTION AND ASSEMBLY

The entire pump, both suction and discharge passages, shall be hydrostatically tested to a pressure of 600 PSI. The pump shall be fully tested at the pump manufacturer's factory to the performance spots as outlined by the latest NFPA 1901. Pump shall be free from objectionable pulsation and vibration.

The pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 PSI (207 MPa). All metal moving parts in contact with water shall be of high quality bronze or stainless steel. Pump utilizing castings made of lower tensile strength cast iron not acceptable.

Pump body shall be horizontally split on a single plane in two sections for easy removal of entire impeller assembly including wear rings and bearings from beneath the pump without disturbing piping or the mounting of the pump in chassis. The pump shall have one double suction impeller. The pump body shall have two opposed discharge volute cutwaters to eliminate radial unbalance.

Pump shaft to be rigidly supported by three bearings for minimum deflection. One high lead bronze sleeve bearing to be located immediately adjacent to the impeller (on side opposite the gearbox). The sleeve bearing is to be lubricated by a force fed, automatic oil lubricated design, pressure balanced to exclude

foreign material. The remaining bearings shall be heavy duty, deep groove ball bearings in the gearbox and they shall be splash lubricated.

Pump impeller shall be hard, fine grain bronze of the mixed flow design; accurately machined and individually balanced. The vanes of the impeller intake eyes shall be of sufficient size and design to provide ample reserve capacity utilizing minimum horsepower. Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body, and of wraparound double labyrinth design for maximum efficiency. No exceptions.

The pump shaft shall be heat-treated, electric furnace, corrosion resistant stainless steel to be super finished under packing with galvanic corrosion (zinc foil separators in packing) protection for longer shaft life. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of gearbox.

Gearbox – G Gearbox

Pump gearbox shall be of sufficient size to withstand up to 16,000 lbs. ft. of drive through torque of the engine system. The drive unit shall be designed of ample capacity for lubrication reserve and to maintain the proper operating temperature.

The gearbox drive shafts shall be of heat-treated chrome nickel steel and at least 2-3/4 inches in diameter, on both the input and output drive shafts. They shall withstand the full torque of the engine.

All gears, both drive and pump, shall be of highest quality electric furnace chrome nickel steel. Bores shall be ground to size and teeth integrated and hardened, to give an extremely accurate gear for long life, smooth, quiet running, and higher load carrying capability. An accurately cut spur design shall be provided to eliminate all possible end thrust. (No exceptions.)

The pump ratio shall be selected by the apparatus manufacturer to give maximum performance with the engine and transmission selected.

If the gearbox is equipped with a power shift, the shifting mechanism shall be a heat treated, hard anodized aluminum power cylinder, with stainless steel shaft. An in-cab control for rapid shift shall be provided that locks in road or pump.

FIRE PUMP WARRANTY

A standard 5 year warranty (Parts and Labor for the first two years and parts only years 3 - 5) will be provided by the pump manufacturer, Hale products Inc.

ALTITUDE REQUIREMENTS

The apparatus shall be designed to meet the specified rating at 0 to 2000 feet altitude.

AIR PRIMER SYSTEM

The priming system shall be a Trident Emergency Products compressed air powered high efficiency, multi-stage, venturi based Air Prime System. A single panel mounted control will activate the priming pump and open the priming valve to the pump. The primer shall be a three (3) -barrel design.

All wetted metallic parts of the priming system are to be of brass and stainless steel construction.

The priming components shall be mounted above the highest priming point on the suction side of the pump to permit air removal and allow for drainage. The primer shall also automatically drain when the panel control actuator is not in operation. The inlet side of the primer shall include a brass ‘wye’ type strainer with removable stainless steel fine mesh strainer to prevent entry of debris into the primer body.

Performance, Safety, and NFPA Compliance

The priming system shall be capable to a vertical lift to 22 inches of mercury and shall be fully compliant to applicable NFPA standards for vertical lift. The system shall create vacuum by using air from the chassis air brake system through a three-barrel multi-stage internal “venturi nozzles” within the primer body. The noise level during operation of the primer shall not exceed 75 Db.

Air Flow Requirements

The primer shall require a minimum of 15.6 cubic foot per minute air compressor and shall be capable of meeting drafting requirements at high idle engine speed. The air supply shall be from a chassis supplied ‘protected’ air storage tank with a pressure protection valve. The air supply line shall have a pressure protection valve set between 70 to 80 PSIG.

PRIMER CONTROL

A cutout at the pump panel shall be provided for the apparatus manufacture to install the primer control.

The primer control shall have a manually operated, panel mounted “push to prime” air valve; which will direct air pressure from the air brake storage tank to the primer body. To prevent freezing, no water shall flow to and from the panel control.

The control shall actuate the primer valve of the main pump body and shall be at the operator's panel.

NO Additional Primer Controls Available

WARRANTY

The primer shall be covered by a five (5) year parts warranty by Trident.

ELECTRIC OVER AIR PUMP SHIFT

The pump shift shall be electric over air operated and shall incorporate an electric switch in the cab and a MAC valve on the chassis to operate the pump transmission from road to pump.

The pump shift switch shall be mounted in the cab and identified as "PUMP SHIFT" and shall include instructions permanently inscribed on the pump shift switch plate. The in-cab switch shall be an electric locking lever style switch that has a spring-loaded locking collar that locks in "Road" or "Pump" mode.

The pump shift control assembly shall incorporate an indicating light system. There shall be two (2) lights adjacent to the pump shift control panel in the cab to show the position of the pump when the control is moved to "Pump" position. One (1) indicator light shall notify the operator when the shift has been completed to PUMP, labeled as "PUMP ENGAGED". The second indicator light in the cab will notify the operator when the chassis transmission is in correct pumping gear, labeled as "OK TO PUMP".

A third LED indicator light for throttle ready shall be provided adjacent to the throttle control at the pump operator's panel to indicate when the required interlock conditions are met to begin pump operations.

MECHANICAL SEAL

The fire pump shall be provided with a mechanical pump seal. One (1) is required on the suction, inboard, side of the pump. The mechanical seal shall be 2.00 inches in diameter and shall be spring loaded, maintenance free and self-adjusting.

Mechanical seal construction shall be a carbon sealing ring, stainless steel coil spring, Viton rubber boot, and a tungsten carbide seat with Teflon backup seal.

ANODE SYSTEM

To reduce the effect of galvanic action the pump shall be equipped with one (1) alloy anode. One (1) anode is to be installed on the inlet (suction) side of the system.

THERMAL PROTECTION

The pump shall be equipped with a TRV-120-L, thermal protection device, which monitors the water temperature of the pump and relieves water when the temperature inside the pump exceeds the preset value of the relief valve (120 degrees F / 49 degrees C).

The TRV-L shall automatically dump a controlled amount of water to the atmosphere when the pump water temperature exceeds the preset value. The valve shall automatically close when the water temperature cools to below the preset value.

A warning light shall be installed on the pump panel to alert the operator that the relief valve is open.

INTAKE PRESSURE RELIEF VALVE

There shall be one (1) Class 1 stainless steel suction relief valve provided on the pump system.

The valve shall terminate in 2.50 inch NST threads.

PUMP COOLING LINE

A 3/8" cooling line shall be installed to recirculate water from the pump back through the pump transfer case, to cool the pump during prolonged pumping operations.

The cooling line shall be controlled at the operator's position with a Class 1 valve.

HEAT EXCHANGER DISCHARGE

A gated discharge line shall be installed to provide water from the fire pump to the chassis supplied heat exchanger to assist in engine cooling during pumping operations.

The heat exchanger line shall be controlled at the pump operator's panel with an in-line ball valve.

MASTER DRAIN

The apparatus shall be equipped with a Manual Master Pump Drain for draining of the lower pump cavities, volute and selected water-carrying lines and accessories. The all brass and stainless steel construction allows for operation up to 600 psi.

LEFT SIDE STEAMER INLET

There shall be one (1) 6.00 inch steamer inlet furnished on the left side pump panel. The suction inlet shall have National Standard Threads (NST) and include a removable strainer provided inside the external inlet.

LARGE DIAMETER CAP

A 6.00 inch NH chrome plated cap with long handles shall be installed on the steamer inlet. The cap shall be hydrostatically tested to 700 psi.

The cap shall include the apparatus manufacturer's logo in the center of the cap.

RIGHT SIDE STEAMER INLET

There shall be one (1) 6.00 inch steamer inlet furnished on the right side pump panel. The suction inlet shall have National Standard Threads (NST) and include a removable strainer provided inside the external inlet.

LARGE DIAMETER CAP

A 6.00 inch NH chrome plated cap with long handles shall be installed on the steamer inlet. The cap shall be hydrostatically tested to 700 psi.

The cap shall include the apparatus manufacturer's logo in the center of the cap.

DRAIN VALVES

A Class 1 quarter-turn drain valve with chrome plated tee handle shall be provided for each required discharge and gated intake.

Each drain valve shall be connected to the valve with a flexible hose that is routed in such a manner as to assure complete drainage to below the apparatus.

The handles shall be of an ergonomic design with a recessed area for a color-coded name plate.

LEFT SIDE INLET

There shall be one (1) gated suction inlet installed on the left side of the apparatus with the following specified components.

INLET VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The control valve shall be a 'swing out type' direct operation manual swing handle at the valve.

INLET LOCATION

The inlet shall be located on the pump panel in the forward position to the pump steamer inlet.

INTAKE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

INTAKE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen that extends through the pump panel.

One (1) 2.50 inch (65 mm) chrome plated rocker lug plug, secured by a chain.

LEFT SIDE INLET

There shall be one (1) gated suction inlet installed on the left side of the apparatus with the following specified components.

INLET VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The control valve shall be a 'swing out type' direct operation manual swing handle at the valve.

INLET LOCATION

The inlet shall be located on the pump panel in the forward position to the pump steamer inlet.

INTAKE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

INTAKE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST swivel female straight adapter with screen that extends through the pump panel.
One (1) 2.50 inch (65 mm) chrome plated rocker lug plug, secured by a chain.

LEFT SIDE DISCHARGE #1

There shall be one (1) discharge installed on the left side of the apparatus with the following specified components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The control valve shall be a 'swing out type' direct operation manual swing handle at the valve.

DISCHARGE LOCATION

The discharge shall be located on the pump panel in the forward position to the pump steamer inlet.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST male 30-degree elbow.

One (1) 2.50 inch (65 mm) chrome rocker lug cap with lug vent, secured by a chain.

LEFT SIDE DISCHARGE #2

There shall be one (1) discharge installed on the left side of the apparatus with the following specified components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The control valve shall be a 'swing out type' direct operation manual swing handle at the valve.

DISCHARGE LOCATION

The discharge shall be located on the pump panel in the rearward position to the pump steamer inlet.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST male 30-degree elbow.

One (1) 2.50 inch (65 mm) chrome rocker lug cap with lug vent, secured by a chain.

RIGHT SIDE DISCHARGE #3

There shall be one (1) discharge installed on the right side of the apparatus with the following specified components.

DISCHARGE VALVE

A 3.00 inch (77 mm) Akron Brass slo-cloz swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

DISCHARGE LOCATION

The discharge shall be located on the pump panel in the forward position to the pump steamer inlet.

DISCHARGE PLUMBING

The plumbing shall consist of 3.00 inch (77 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 3.00 inch (77 mm) NST male 30-degree elbow.

One (1) 3.00 inch (77 mm) chrome rocker lug cap with lug vent, secured by a chain.

RIGHT SIDE DISCHARGE #4

There shall be one (1) discharge installed on the right side of the apparatus with the following specified components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

DISCHARGE LOCATION

The discharge shall be located on the pump panel in the rearward position to the pump steamer inlet.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) NST male 30-degree elbow.

One (1) 2.50 inch (65 mm) chrome rocker lug cap with lug vent, secured by a chain.

LEFT REAR DISCHARGE

There shall be one (1) discharge installed on the left rear of the apparatus below the hosebed with the following specified components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

REAR DISCHARGE WATER TANK SLEEVE

The water tank shall be provided with one (1) 4.00 inch sleeve from the front of the tank to the rear of the tank for the rear discharge plumbing.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) chrome plated 30-degree elbow.

One (1) 2.50 inch (65 mm) rocker lug cap with lug vent, secured by a chain.

RIGHT REAR DISCHARGE

There shall be one (1) discharge installed on the right rear of the apparatus below the hosebed with the following specified components.

DISCHARGE VALVE

A 2.50 inch (65 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

DISCHARGE PLUMBING

The plumbing shall consist of 2.50 inch (65 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

REAR DISCHARGE WATER TANK SLEEVE

The water tank shall be provided with one (1) 4.00 inch sleeve from the front of the tank to the rear of the tank for the rear discharge plumbing.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 2.50 inch (65 mm) chrome plated 30-degree elbow.

One (1) 2.50 inch (65 mm) rocker lug cap with lug vent, secured by a chain.

DELUGE WATERWAY

There shall be one (1) deluge waterway installed above the pump on the apparatus with the following components.

DISCHARGE VALVE

A 3.00 inch (77 mm) Akron Brass slo-cloz swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

DELUGE PLUMBING

The deluge waterway shall consist of 3.00 inch (77 mm) diameter stainless steel piping up through the pump compartment.

DELUGE WATERWAY TERMINATION

The deluge piping shall terminate with an NPT male thread.

A schedule 40 PVC cap plug is to be provided on the end of the piping to protect the threads and to allow for future installation of a deck gun monitor.

DOUBLE CROSSLAY HOSEBED

Two (2) crosslay hosebeds shall be located on top of the pump compartment in the forward location directly behind the chassis cab.

Each storage area shall be provided with dimensions of 7.50 inches wide x 17.00 inches high.

CROSSLAY DIVIDER

A crosslay divider shall be provided centered between the crosslays. The divider shall be fabricated of aluminum and mounted on a base T-extrusion that provides lower support the full length of the divider.

1 3/4" CROSSLAY

One (1) double stack crosslay with the following specified components shall be provided for up to 200 feet (60 m) of 1.75 inch (44.4 mm) hose.

DISCHARGE VALVE

A 2.00 inch (50 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

DISCHARGE PLUMBING

The plumbing shall consist of 2.00 inch (50 mm) piping and shall incorporate a manual drain control installed below the pump area for ease of access.

DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 1.50 inch (38 mm) NST 90-degree swivel located in the hosebed.

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DISCHARGE TERMINATION

The termination shall include the following components:

One (1) 1.50 inch (38 mm) NST 90-degree swivel located in the hosebed.

CROSSLAY COVER

A .125 inch polished aluminum treadplate hinged cover shall be provided over the crosslay beds, complete with full-length stainless steel piano hinge. Stops shall be provided to protect cab or other adjacent body components.

The hinge shall be located on the forward section of the cover, closest to the chassis cab.

CROSSLAY HOSEBED COVER-BRIGHT FINISH

The crosslay hosebed over shall have a bright finish.

CROSSLAY END FLAPS COLOR

The vinyl crosslay end flaps shall be Midnight Black in color.
Each flap shall be weighted and shall have a means of securing the flap to meet the requirements of NFPA.

TANK RE-FILL LINE

One (1) 2.00 inch (51 mm) tank fill/recirculating line shall be installed from the pump directly to the booster tank plumbed with stainless steel plumbing and flexible Victaulic couplings.

The tank re-fill line shall be provided with the following specified components:

TANK FILL VALVE

A 2.00 inch (50 mm) Akron Brass quarter-turn swing-out valve.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

TANK TO PUMP LINE

The connection between the tank and the pump shall be capable of the flow recommendations as set forth in (NFPA) 1901, Standard for Automotive Fire Apparatus, latest revision and shall be tested to those standards when the pump is being certified.

The tank to pump line shall run from the pump to the front face of the water tank and down into the tank sump. A rubber coupling shall be included in this line to prevent damage from vibration or chassis flexing.

The tank to pump shall be provided with the following specified components:

TANK TO PUMP PLUMBING

The tank to pump line shall be 3.00 inch I.D. piping.

TANK TO PUMP VALVE

A 3.00 inch (77 mm) Akron Brass full-flow valve with a stainless steel ball.

VALVE CONTROL

The valve shall be manually controlled from the pump operator's panel location.

FOAM TANK

A thirty (30) gallon polypropylene foam concentrate tank shall be provided. The foam tank shall have an anti-foaming fill stack and removable screen located in an accessible area. The foam tank fill tower shall be equipped with a latch, pressure/vacuum vent and have a sealed airtight cover.

The foam tank shall be plumbed to the on board foam system.

The following labels shall be attached to the foam tank:

"CLASS A (or B) FOAM TANK FILL"
"WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM"

FOAM TANK LOCATION

The foam tank shall be integral with the booster water tank provided with a color coded decal provided on the foam fill tower to identify the fill tower as foam.

FOAM TANK DRAIN

There shall be a 1.00 inch (25.4 mm) quarter turn drain valve installed at the lowest point to drain the foam tank. The foam tank shall drain directly to the surface below the apparatus without contacting other body or chassis components.

The drain line shall be labeled.

APPARATUS BODY DESIGN AND CONSTRUCTION

The apparatus body shall be built of stainless steel and shall be designed exclusively for Fire Service use. All metal work shall be free of sharp edges, objects or corners. No exceptions are allowed to this requirement.

The body design shall be fully tested with proven engineering and test techniques such as finite element analysis, stress coating, and strain gauging. Engineering and test techniques shall have been performed with special attention given to fatigue life and structural integrity of compartments and body support system.

The apparatus body shall be designed with the use of parametric modeling engineering software to ensure proper design of panel cuts and alignment of holes in mating parts. The entire apparatus body shall be a precision laser machined, bolted construction, properly reinforced with integral flanges eliminating the need for additional structural shapes. Hose body fabrications shall be free of all internal projections which might injure personnel or fire hose.

MODULAR BODY REQUIREMENTS

The body shall be completely modular in design allowing transfer of body components to a new chassis in the event of an accident or wear. Body components shall be removable from chassis without cutting or bending. The modular design shall also facilitate ease of repair or replacement of major or minor body parts. The mounting of the apparatus body shall be separate and distinct from the water tank mounting and the pump compartment mounting.

All body panels are to be laser machined on a CAM controlled laser to ensure accuracy (+/- .010"). This shall greatly enhance assembly and matching of repair parts. The body compartment floors, rear walls and roof areas shall be constructed of 12-gauge austenitic stainless steel. The vertical front and rear walls are designed with 14-gauge stainless steel. These front and rear walls are designed as a structural beam with the inclusion of the design encompassing a front an rear design that allows for installation of telescoping lights.

Interior and unexposed stainless-steel panels shall be #4B finish to eliminate the need for high maintenance painted surfaces in the compartments. All exterior stainless-steel panels shall have #4B finish.

The entire body shall be fabricated using precision holding fixtures to ensure accurate dimensions. Body front and rear vertical flanges shall be triple broken, providing a mounting area for rear handrails. Major body components shall consist of right and left body sides, and rear facing compartments.

The front and rear vertical corners of the apparatus body shall be recessed to provide a mounting area for vertical handrails and telescoping light poles.

COMPARTMENT ROOF CONSTRUCTION

Each compartment top shall have a bolt in 12-gauge stainless roof section for supporting roof loads of up to 500 pounds per square foot without permanent roof deformation. The stainless roof sections shall attach

the compartment rear wall and compartment vertical sides through a fastened joint creating a full perimeter compartment attachment of the stainless roof section.

COMPARTMENT DESIGN AND CONSTRUCTION

All compartments shall be manufactured from 12-gauge stainless steel with the vertical front and rear corner walls from 14-gauge, shall be of sweep out design and shall be bolted together. Stainless recessed round head bolts and stainless aircraft style "ESNA" nuts shall be applied with proper torque rating for each fastener. This type of construction shall greatly enhance the strength and ease of parts replacement in the event of damage and future modifications. Wherever possible, body bolts shall be hidden from plain view for appearance and ease of apparatus cleaning.

BODY MOUNTING SYSTEM

The front body support system shall be an integral design with .25 inch thick steel deep section cross member across the top of the chassis frame. The deep section cross member shall be attached to the right side and the left side lower front compartment weldments with eight (8) grade 8; 3/8 inch diameter bolts on each side of the apparatus. The front cross member shall be attached to the chassis by means of an elastomer spring mounting system with limited travel.

The lower portion of this spring mounting system shall be an integral part of the pump compartment frame mounting system. This design allows for maximum chassis flexing without undue stress transfer to the apparatus body.

The right and left side rear compartments shall be attached to a stainless-steel rear body support. The stainless-steel support shall be attached to the chassis frame extensions by means of an elastomer spring mounting system to form a modular integral body support system.

The apparatus body shall not rest upon the chassis truck rails and must be separated entirely from the steel frame of the chassis to prevent galvanic action.

Loose fitting U-bolt body mounting systems are not acceptable due to the likeliness of the apparatus body shifting or becoming detached from the chassis upon rear end impact.

REAR CHASSIS FRAME EXTENSIONS

There shall be a rear chassis drop frame extension to provide frame support for the rear of the apparatus body. This extension is to be bolted to the truck chassis as an integral part of the truck frame assembly and is to include rear tow eyes, crossmember and tailboard reinforcement.

The rear chassis frame extension system shall consist of a interwoven dual .625 inch thick steel drop frame extensions with a transverse 4.00 inch x 3.00 inch x .375 inch thick structural channel, and dual laminated .188 inch thick rear compartment and tailboard support tapered angles on each side of apparatus.

The rear frame extension shall be bolted to the chassis frame utilizing Grade 8 bolts and Grade C locknuts with hardened washers. For ease in replacement of damaged components in an accident there shall be no welding of components to the chassis frame.
Two (2) tow eyes with an eye diameter of not less than 3.50 inches shall be attached directly to the chassis frame extensions. The tow eyes shall be fabricated of .625" thick steel.

REAR TOW EYES

Two (2) tow eyes with an eye diameter of not less than 3.50 inches shall be attached directly to the chassis frame extensions. The tow eyes shall be fabricated of .625" thick steel.

REAR FRAME EXTENSION FINISH

The rear frame extension and rear floor body mounting pads shall be hot dip galvanized for corrosion resistance.

FASTENER FINISH

Attachment fasteners for the frame extension to the main frame rails to the main frame cross-members shall be Zinc plated to reduce the effect of harsh road chemicals.

20 YEAR TANK FRAME EXTENSION CORROSION WARRANTY

The galvanized parts shall have a warranty covering structural failure due to corrosion perforation. This warranty shall be in effect for 20 years after delivery of the apparatus to the end user.

COMPARTMENT INTERIOR FINISH

For better interior visibility, to reflect light better, ease of maintenance and prevent the masking of poor welds and questionable workmanship the interior of the body compartments shall remain uncoated.

STAINLESS STEEL APPARATUS BODY PAINTED

The following apparatus body components shall be painted job color.

The rear wheel fender panels.

The exterior surface of the hosebed side walls.

The exterior surface of the hosebed front wall.

EXTERIOR COMPARTMENT ROOF FINISH

The exterior top of the body compartments shall be brushed stainless steel material.

There shall be a label on each surface that shall state 'Not a Stepping Surface'.

COMPARTMENT VENTILATION

Each compartment shall be provided with a laser cut louver to provide adequate ventilation.

VENT FILTRATION

There shall be filters provided for compartments L1, L3, R1 and R3. The protective louver covering the filter shall be removable to allow for filter changing.

The filter shall be 100% virgin nylon fiber in an open web design that is USDA approved. The filter shall be chemically treated with Dimethyl Benzyl Ammonium Saccharinate to aid in the reduction of bacteria and fungi.

BODY STRUCTURE WIDTH

The width of the apparatus body from the outside of the left compartments to the outside of the right compartments shall be 100.00 inches (2.54 m) excluding any attached peripherals such as rub rails, fenderettes, grab handles, etc.

COMPARTMENTATION

The following compartments shall be supplied on the apparatus:

FORWARD OF WHEEL WELL - L1

There shall be one (1) full height and full depth compartment ahead of the rear wheels on the left side of the apparatus.

It shall have approximate dimensions of 56.00 inches wide x 63.00 inches high x 24.00 inches deep.

ABOVE WHEEL WELL - L2

There shall be one (1) high side compartment centered over the rear wheels on the left side of the apparatus.

It shall have approximate dimensions of 52.00 inches wide x 33.00 inches high x 24.00 inches deep.

REAR OF WHEEL WELL - L3

There shall be one (1) full height and full depth compartment behind the rear wheels on the left side of the apparatus.

It shall have approximate dimensions of 51.00 inches wide x 63.00 inches high x 24.00 inches deep.

Due to the rear body inset above the tailboard, the interior right rear corner of the compartment shall have a notch that extends from the floor to the ceiling that is 5.50 inches wide x 12.00 inches deep. This notch shall reduce the storage capacity of the compartment with a usable width of 45.50 inches to the notch.

FORWARD OF WHEEL WELL - R1

There shall be one (1) full height and split depth compartment ahead of the rear wheels on the right side of the apparatus.

It shall have approximate dimensions of 56.00 inches wide x 33.00 inches high x 12.00 inches deep in the upper section and 30.00 inches high x 24.00 inches deep in the lower section.

ABOVE WHEEL WELL - R2

There shall be one (1) high side compartment centered over the rear wheels on the right side of the apparatus.
It shall have approximate dimensions of 52.00 inches wide x 33.00 inches high x 12.00 inches.

REAR OF WHEEL WELL - R3

There shall be one (1) full height and split depth compartment behind the rear wheels on the right side of the apparatus.

It shall have approximate dimensions of 51.00 inches wide x 33.00 inches high x 12.00 inches deep in the upper section and 30.00 inches high x 24.00 inches deep in the lower section.

Due to the rear body inset above the tailboard, the interior left rear corner of the compartment shall have a notch that extends from the floor to the ceiling that is 5.50 inches wide x 12.00 inches deep. This notch shall reduce the storage capacity of the compartment with a usable width of 45.50 inches to the notch.

BODY SIDE CAPACITIES

The total compartment volume capacity of the body exterior compartments shall be 198 cubic feet.

BODY LENGTH

The apparatus body module shall have an overall length of 164.00 inches, excluding rear tailboard.

SIDE COMPARTMENT DOOR CONSTRUCTION

All horizontal and vertical side compartment doors shall be non-locking roll-up style doors.

R·O·M ROLL-UP DOOR

A R•O•M Corporation Series IV roll-up shutter doors shall be installed for each body compartment specified with a roll-up door. Each shutter slat, track, bottom rail, and drip rail shall be constructed from anodized 6063 T6 aluminum.

Shutter slats shall feature a double wall extrusion 0.315 inches thick with a concave interior surface to minimize loose equipment jamming the shutter door closed. Shutter slats shall feature an interlocking end shoe to prevent side to side binding of the shutter door during operation. Slats must have interlocking joints with an inverted locking flange. Slat inner seal shall be a one piece PVC extrusion; seal design shall be such to prevent metal to metal contact while minimizing dirt and water from entering the compartment.

Shutter door track shall be one piece design with integral overlapping flange to provide a clean finished look without the need of caulk. Door track shall feature an extruded Santoprene rubber double lip low profile side seal with a silicone co-extruded back to reduce friction during shutter operation.

Shutter bottom rail shall be a one piece double wall extrusion with integrated finger pull. Finger pull shall be curved upward with a linear striated surface to improve operator grip while operating the shutter door. Bottom rail shall have a smooth contoured interior surface to prevent loose equipment from jamming the shutter door. Bottom rail seal shall be made from Santoprene; it will be a double “V” seal to prevent water and debris from entering compartment. Bottom rail lift bar shall be a one piece “D” shaped aluminum extrusion with linear striations to improve operator grip during operation. Lift bar shall have a wall thickness of 0.125 inches. Lift bar shall be supported by no less than two pivot blocks; pivot blocks shall be constructed from Type 66 Glass filled reinforced nylon for superior strength. Bottom rail end blocks shall have incorporated drain holes which will allow any moisture that collects inside the extrusion to drain out.
Shutter door shall have an enclosed counterbalance system. Counterbalance system shall be 4.00 inches in diameter and held in place by 2 heavy duty 18 gauge zinc plated plates. Counterbalance system shall have 2 over-molded rubber guide wheels to provide a smooth transition from vertical track to counterbalance system.

SIDE COMPARTMENT DOOR PAINT FINISH

The side compartment roll-up doors shall be a painted finish with body job color.

ROLL-UP DOOR TRACK & TRIM - PAINT FINISH

The track and trim for each roll-up door specified shall be painted finish to match the door shutters.

DOOR OPEN INDICATOR

Each roll-up door shall have an integral door open indicator magnet in the lift bar.

If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the crew.

REAR CENTER COMPARTMENT

There shall be one (1) full height compartment, RR1, located at the rear of the apparatus below the hosebed access area.

It shall have approximate dimensions of 48.00 inches wide x 62.00 inches high x 22.00 inches deep.

REAR CENTER COMPARTMENT CAPACITY

The total compartment volume capacity of the body exterior rear center compartment (RR1) shall be 38.5 cubic feet.

REAR CENTER COMPARTMENT DOOR CONSTRUCTION

The rear center compartment door shall be non-locking roll-up style door.

REAR COMPARTMENT DOOR SATIN ANODIZED FINISH

The rear compartment roll-up door shall be satin anodized finish.

DOOR OPEN INDICATOR

The rear roll-up door shall have an integral door open indicator magnet in the lift bar.

If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the crew.

REAR BODY DIAMOND GRADE CHEVRON STRIPING

A minimum of 50 percent of the rear-facing vertical surface, visible from the rear of the apparatus, shall be equipped with diamond grade retro-reflective striping in a chevron pattern sloping downward and away from the centerline of the vehicle at an angle of 45 degrees.

The stripe shall be 6.00 inches (152.40 mm) wide alternating in colors.

REFLECTIVE STRIPE COLOR

Each stripe in the chevron shall be a single-color alternating between red (3M #983-72) and fluorescent green (3M # 983-23).

RR2 - LADDER STORAGE - ON BEAM

There shall be a ladder storage compartment provided at the rear of the apparatus on the right side of the body beside the water tank.

The ladders shall be placed into the body from the rear of the apparatus sliding into the compartment on beam. The compartment shall have approximate dimensions of 30.00 inches high x 12.00 inches wide.

This compartment shall extend from the rear of the apparatus completely through to allow the ladders to extend into the pump house for storage.

The ladder compartment shall be constructed of 12-gauge stainless steel material.

The compartment shall have storage for one (1) 24 foot two-section ladder, one (1) 14-foot roof ladder, one (1) 10 foot folding ladder, and three (3) pike poles.

LADDER COMPARTMENT DOOR

A vertically hinged door shall be provided to access the rear ladder storage compartment.

The door material shall match the rear overlay material and shall include chevron material matching the rear of the apparatus.

If the door is not properly closed and the parking brake is released, it shall activate the “hazard light” in the cab to alert the crew.

REAR COMPARTMENT DOOR LATCH

The door handle shall be a polished stainless steel non-locking "D"-ring latch with a 5-degree bend for easier grasping with a gloved hand.

It shall be installed centered on the door.

LADDER COMPLEMENT

The following ladders shall be supplied with the apparatus:

One (1) Duo-Safety 10-foot (3.0 m) aluminum attic ladder(s), model 585A.
One (1) Duo-Safety 14-foot (4.0 m) aluminum roof ladder(s) with folding hooks, model 775-A.

One (1) Duo-Safety 24-foot (7.0 m) two (2) section solid beam aluminum extension ladder(s), model 900A.

PIKE POLES

All NFPA required pike poles will be supplied and installed by the Fire Department before the truck is placed into service.

INSET REAR TAILBOARD

The rear of the apparatus body shall be inset in design with the rearmost body side compartmentation extended rearward to provide a larger door opening and increase compartment storage space.

The rear tailboard shall be fabricated of the same tubular materials as used in the apparatus body.

The tailboard shall be an independent assembly and shall be bolted to the rear body structural framing to provide body protection and a solid rear stepping platform.

The tailboard shall provide protection for the side body compartments and shall provide mounting for the rear ICC marker lights.

On the rear body surface, shall be **FAMA24** label attached that states: "DO NOT RIDE ON REAR STEP WHILE VEHICLE IS IN MOTION, DEATH OR SERIOUS INJURY MAY RESULT"



The rear tailboard and body shall be constructed such that the angle of departure shall be no less than 8 degrees at the rear of the apparatus when fully loaded (NFPA) 1901, Standard for Automotive Fire Apparatus.

REAR TAILBOARD LENGTH

The inset area of the tailboard shall be approximately 12.00 inches (305 mm) deep. The step shall be fabricated from "Laser Grip" stainless steel meeting (NFPA) 1901 step requirements.

REAR TAILBOARD - BRIGHT FINISH

The rear tailboard shall have a bright finish.

REAR WHEEL PANEL FENDER SIDE SKIRTS

There shall be stainless steel fender side skirts located in the area of the rear wheels of the body.

WHEEL WELL LINERS

The apparatus body wheel well liners shall be made from 16-gauge stainless steel and shall be rolled, die stamped and fully removable for access to suspension assembly.

The liners shall be fastened with stainless bolts and ESNA nuts to the outer fender panel.

FENDERETTES

Two (2) stainless steel fenderettes shall be provided and installed on the body rear wheel well panels, one (1) each side.

FENDERETTES - BRIGHT FINISH

The fenderettes shall have a bright finish.

REAR AXLE MUD FLAPS

There shall be two (2) black, anti-sail mud flaps provided and installed behind the rear wheels.

SCBA BOTTLE COMPARTMENTS

There shall be seven (7) SCBA bottle tube compartments provided and installed, three (3) in the left side rear wheel well area and four (4) in the right-side wheel well area.

Each compartment shall be constructed of gray roto molded storage compartment to provide SCBA scuff protection. A door seal shall be provided at the perimeter of the SCBA compartment.

The doors shall be stainless steel with a stainless finger latch.

FUEL FILL - LEFT SIDE BODY

The fuel fill shall be located in the rear fender area on the left side of the apparatus body.

The spring-loaded fuel fill door shall have "Diesel Fuel" laser cut in the face of the door. There shall be a vent line from the fuel tank to beneath the fuel cap to aid in fueling of the truck.

FUEL FILL AND SCBA DOORS - BRIGHT FINISH

The fuel fill and SCBA doors shall have a bright finish.

SCBA BOTTLE RETENTION STRAP

There shall be one (1) 1.00-inch-wide loop of red webbing installed in each SCBA compartment to prevent the bottle from sliding out of the compartment in the event the door is not latched for travel. The loop shall be mounted, centered in the compartment and shall hang within 1.00-inch of the compartment floor to allow the bottle to pass by the strap when the bottle is placed in the compartment. The strap shall loop over the valve.

TANK CAPACITY

The water tank shall be a maximum capacity of 1000 gallons (3785 liters).

WATER TANK CONSTRUCTION

The tank shall be constructed of .50-inch-thick Polypropylene & Mac226 sheet stock. This material shall be non-corrosive stress relieved thermoplastic, black in color and UV stabilized for maximum protection. The tank shall be of a special configuration and is designed to be completely independent of the body and compartments. All exterior tank joints and seems shall be extrusion welded and/or contain the Bent Edge™ and tested for maximum strength and integrity. The top of the tank is fitted with removable lifting eyes designed with a 3-to-1 safety factor to facilitate easy removal.

The transverse and longitudinal swash partitions shall be manufactured of Polypropylene & Mac226 material. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow and meet NFPA rules. All swash partitions interlock with one another and are welded to each other as well as to the walls and floor of the tank.

TANK WARRANTY

A lifetime tank warranty will be provided by the tank manufacturer, United Plastic Fabricating (UPF).

TANK MOUNTING

A tank mounting cradle shall be provided. The tank mounting cradle shall consist of a minimum of seven (7) crossmembers and two (2) full tank length longitudinal members.

The water tank shall rest on the tank mounting subframe, and shall be insulated from the sub-frame with a 2.50 inch wide rubber insulator. The water tank shall sit cradle-mounted using four (4) corner angles of 8.00 inch x 8.00 inch x 4.00 inch x .25 inch welded directly to the tank sub-frame. The angles shall keep the tank from shifting left to right or front to rear.

The water tank is designed on the free-floating suspension principle and shall not require the use of hold downs. The water tank shall be completely removable without disturbing or dismantling the apparatus body structure.

The hosebed cross-braces shall act as water tank retainers. The water tank cradle shall be designed to be completely independent of the apparatus body to eliminate torsional stress loading in the body. No exception will be permitted to the tank mounting requirements.

TANK CRADLE FINISH

The tank cradle shall be hot dip galvanized for corrosion resistance.

20 YEAR TANK CRADLE CORROSION WARRANTY

The tank cradle shall have a warranty covering structural failure due to corrosion perforation. This warranty shall be in effect for 20 years after delivery of the apparatus to the end user.

TANK LID & FILL TOWER

The tank shall have a combination vent and fill tower. The fill tower shall be constructed of .50 inch thick Polypropylene & Mac226 and shall be a minimum dimension of 10.00 inch x 14.00 inch outer perimeter. The tower shall have a .25 inch thick removable Polypropylene & Mac226; screen and a Polypropylene & Mac226 hinged-type cover. Inside the fill tower, there shall be a combination vent overflow pipe. The vent

overflow shall be a minimum of schedule 40 pipe with a minimum ID of 4.00 inches that is designed to run through the tank, and shall be piped behind the rear axle beneath the tank.

The tank cover shall be constructed of recessed .50 inch thick Polypropylene & Mac226, stress relieved, UV stabilized material. A minimum of two (2) lifting dowels shall be drilled and tapped to accommodate the lifting eyes.

OVERFLOW AND VENT PIPE

The fill tower shall be fitted with an integral 4.00 inch ID, Schedule 40 PVC combination overflow/vent pipe running from the fill tower through the tank to a 4,00 inch coupling flush mounted into the bottom of the tank to allow water to overflow beneath the chassis.

FILL TOWER LOCATION

The fill tower shall be located at the front of the hose bed, toward the center location side to side.

SUMP

There shall be a single sump provided with the water tank.

The sump shall be constructed of white Polypropylene & Mac226 and be located in the left front corner of the tank, unless specified otherwise. On all tanks that require a front suction, a schedule 40 polypropylene pipe shall be installed that will incorporate a dip tube from the front of the tank to the sump location. All tanks shall have an anti-swirl plate located above the dip tube.

SUMP PLUG

The sump shall have a 3.00 inch (77.00 mm) plug for use in draining and cleaning out the tank.

OUTLETS

In addition to the tank suction valve outlet located in the sump, there shall be an outlet provided for the tank fill valve. If there are any additional options selected (such as an extra tank suction or direct tank inlets), there shall be additional outlets provided to accommodate these items.

PASS-THRUS

If there are any options selected (such as rear discharges or ladder storage), there shall be pass-thru sleeves and notches provided into the tank design to accommodate these items.

BODY HOSEBED

A hosebed shall be provided with the minimum capacity as required by (NFPA) 1901, Standard for Automotive Fire apparatus.
The hosebed and walls shall be manufactured from stainless steel and shall be constructed in such a manner that will prevent damage to fire hose. The interior of the hosebed shall be free of projections such as nuts, sharp edges or brackets that may damage hose. No exceptions to this requirement are allowed.

An aluminum extrusion shall be installed over the rear opening of the hosebed to protect the body and hose from wear when loading and unloading hose. The hosebed floor shall be fitted with removable slatted, ribbed 6.00 inch heavy-duty extruded aluminum floorboards.

HOSEBED BULKHEAD

A stainless steel bulkhead shall be installed between the front of the body and the hose storage area of the hosebed creating a hosebed dunnage storage area.

The bulkhead shall be the same height and design as the hosebed side walls.

No hosebed flooring shall be provided in the space between the bulkhead and the front wall of the hosebed.

HOSE BED FLOODLIGHT

There shall be one (1) Maxxima MWL-36, 2100 Lumen LED hose bed floodlight with swivel and folding handle provided and installed at the front right corner of the hosebed.

There shall be a weather resistant switch on the light head.

HOSE BED LIGHT ACTIVATION

The hose bed light shall be activated when the park brake is set.

HOSEBED HEIGHT

The height from the top of the tailboard to the floor of the hosebed shall be approximately 63.00 inches (1600 mm).

HOSEBED RISER DEPTH

The depth of the hosebed shall be approximately 20.75 inches.

ADJUSTABLE HOSEBED DIVIDERS

One (1) adjustable hosebed dividers shall be provided and installed. Each divider shall be fabricated from .25 inch thick smooth aluminum plate, 5052-H32 alloy.

The rear end of each divider shall have a 3.00 inch radius corner and shall be sanded and deburred to prevent damage to hose.

There shall be two (2) hand hold openings provided. One (1) at the rear in a vertical position and one (1) approximately 24.00 inches in from the rear in a horizontal position at the top of the divider.

HOSE LOAD

The apparatus shall accommodate the minimum storage for hose as required by the latest edition of NFPA 1901 and the hosebed may be the primary location for this hose storage. The hosebed must provide storage for not less than 200' of 2.5" double jacketed hose, 400' of 3" double jacketed hose, and 1200-feet of 5"

hose LDH.

HOSEBED COVER

A vinyl hosebed cover shall be provided and installed that is designed to cover the entire main hosebed area. The cover shall be installed with "stretch cord type" fasteners along each side of the hosebed.

A weighted flap shall be incorporated into the rear edge of the cover.

The hosebed cover rear flap shall also include a positive locking device to meet the requirements of (NFPA) 1901.

HOSEBED VINYL COLOR

The vinyl color shall be Midnight Black.

SUCTION HOSE STORAGE

Suction hose shall be stored on a formed aluminum tray. The tray shall employ a design without fasteners or clamps to hold the suction hose in place in the tray.

Two (2) trays shall be mounted on top of the apparatus side compartments, one (1) on the left side and one (1) on the right side.

HARD SUCTION TRAY FINISH

The hard suction trays shall have a gray powder coated finish.

SUCTION HOSE

The following suction hose shall be provided with the carrier.

There shall be two (2) 10.00 foot length(s) of 6.00 inch lightweight PVC flexible suction hose(s) with long handle female end and rocker lug male end couplings provided with the above specified storage.

BARREL TYPE SUCTION STRAINER

One (1) 6.00 inch Kochek aluminum barrel type suction hose strainer(s) shall be provided with the apparatus. The strainer(s) shall include a tie off loop on the end plate.

SUCTION STRAINER CONNECTION

The strainer shall have an NH connection.

SUCTION STRAINER FINISH

The strainer shall be the standard Silvadillo powder coat finish from Kochek.

BODY RUB RAIL / LIGHTING SYSTEM

The apparatus body shall have bolt on extruded aluminum rub rails affixed to the side beneath each compartment door fore and aft of the rear wheel well panel.

Each rub rail shall be attached to the apparatus body with standoff spacers made from 1.00 inch diameter UHMW Polyethylene bar stock.

The rub rails shall be designed with integral white and red LED strip lights. The white light shall be downward facing for ground lighting and the red light shall be outward facing for additional warning lighting.

The white light shall be activated with the chassis ground lighting and the red lights shall activate as a red flashing warning light when the warning lights are active.

RUB RAILS - BRIGHT FINISH

The rub rails shall have a bright finish.

BODY COMPARTMENT LIGHTING

Two (2) Red/White ROM DuroStrip LED lights shall be provided and installed in each body compartment. The lights shall be installed vertically, one (1) light along each side of the door framing.

Each compartment door shall have an automatic compartment light switch.

There shall be a red/white color selector switch in the cab that controls the color of this lighting.

FOLDING STEPS

Innovative Control folding steps made of high strength die cast aluminum with integrated LED illumination and conforming to current (NFPA) 1901 step requirements shall be provided and installed on the apparatus as specified.

The steps shall be mounted with no more than 18.00 inches between each approved step area.

FOLDING STEP LIGHT ACTIVATION

The folding step lighting shall be activated when the park brake is set.

FOLDING STEPS - BRIGHT FINISH

The folding step(s) shall have a bright finish.

STEP LOCATION

Three (3) folding steps shall be installed on the left forward vertical wall of the front compartment.

STEP LOCATION

One (1) folding step shall be installed on the left rear vertical face of the body.

STEP LOCATION

Three (3) folding steps shall be installed on the right forward vertical wall of the front compartment.

INTERMEDIATE REAR FIXED STEPS - LOWER AND MID

There shall be four (4) rear corner intermediate fixed steps, two (2) each side, provided and installed adjacent to the rear compartment. The steps shall be positioned in the lower and mid positions above the rear tailboard.

The steps shall be no less than 8.00 inches in depth and fabricated of "Laser Grip" stainless steel to meet (NFPA) 1901 step requirements.

REAR INTERMEDIATE STEP - BRIGHT FINISH

The rear intermediate step(s) shall have a bright finish.

REAR INTERMEDIATE STEP LIGHTING

There shall be an LED strip light with integral guard provided and installed with each fixed step at the rear of the apparatus to provide lighting to the lower and mid position steps.

STEP LIGHT ACTIVATION

The step light shall be activated when the park brake is set.

REAR HANDRAILS

Three (3) extruded aluminum handrails shall be supplied and installed at the rear of the apparatus body.

There shall be two (2) 24.00 inch long vertical handrails installed, one (1) on each side at the rear area of the body inset or on the flat back pending configuration and one (1) 69.00 inch long handrail installed horizontally below the hosebed.

HANDRAILS - BRIGHT FINISH

The handrails shall have a bright finish with chrome finish stanchions.

LIGHTING - REAR HORIZONTAL HANDRAIL

The horizontal handrail adjacent to the hosebed shall contain integrated LED lighting. The lighting shall be integrated into the grab bar, directed toward the hosebed.

LIGHTING - ACTIVATION

The handrail lighting shall be activated with the ground lighting.

SHALLOW DEPTH ALUMINUM SHELVING - ADJUSTABLE

The shallow depth shelving shall be made out of .190-inch smooth aluminum sheet material and shall have a flange 1.50 inches deep.

Each shelf shall be adjustable in height and held in place by extruded uprights.

There shall be a total quantity of two (2) provided:

-One (1) located in the R1 compartment.

-One (1) located in the R3 compartment.

SHELF MATTING

Any shelf provided shall have Dri-Dek matting installed for improved ventilation that shall also provide a non-slip surface.

MATTING COLOR

The matting shall be black in color.

FULL DEPTH ALUMINUM SHELVING - ADJUSTABLE

The full depth shelving shall be made out of .190-inch smooth aluminum sheet material and shall have a flange 1.50 inches deep.

Each shelf shall be adjustable in height and held in place by extruded uprights.

There shall be a total quantity of two (2) provided:

-Two (2) located in the L1 compartment.

SHELF MATTING

Any shelf provided shall have Dri-Dek matting installed for improved ventilation that shall also provide a non-slip surface.

MATTING COLOR

The matting shall be black in color.

FLOOR MOUNT ALUMINUM TRAYS - PULL-OUT

Each floor mount pull-out tray shall be made out of .190 inch smooth aluminum sheet material with four (4) side flanges.

The floor mounted tray shall be secured to Grant slides and a gas shock mechanism to hold the tray in both the in and out positions with a 250# capacity.

There shall be a total quantity of four (4) provided:

-One (1) located in the L1 compartment.
-One (1) located in the R1 compartment.
-One (1) located in the R3 compartment.
-One (1) located in the RR1 compartment.

SHELF MATTING

Any pull-out tray provided shall have Dri-Dek matting installed for improved ventilation that shall also provide a non-slip surface.

MATTING COLOR

The matting shall be black in color.

FULL HEIGHT PULL OUT VERTICAL TOOL BOARD - ALUMINUM

A full height aluminum pull-out vertical tool board shall be installed in the compartment as specified.

The tool board shall be made from .25-inch aluminum and attached at the floor and ceiling of the compartment with slide assemblies and a locking device at the bottom to hold the board in both the stored and extended position.

Each tool board may be fully adjustable across the width of the compartment dependent on the layout of the compartment.

There shall be a total quantity of two (2).

-Two (2) located in the L3 compartment.

APPARATUS BODY ELECTRICAL SYSTEM

All body electrical shall conform to NFPA 1901 latest edition standards. The apparatus shall be equipped with a heavy-duty 12-Volt negative ground system.

All 12-Volt apparatus wiring shall pass through a heavy duty power disconnect solenoid. The 12-Volt control of the power disconnect switch is to be triggered by the Master Battery Disconnect.

The apparatus shall be equipped with a Class1 Es-Key Management System for complete control of the electrical system devices.

The right rear compartment shall house Power Distribution Module (PDM). The PDM shall be mounted on a removable panel in the left rear compartment with sufficient harness length to allow a technician the ability to remove the PDM and place it on a compartment shelf for diagnostics and service.

All wiring shall be color-coded and function coded to assist the technician in servicing the electrical system. All circuits shall be divided and balanced for proper load distribution. Where possible, wiring shall be routed in looms as a single harness. Heat resistant convoluted loom shall be used. Only solderless, insulated crimp automotive electrical connectors shall be used.

APPARATUS ICC MARKER LIGHTING

Two (2) amber Whelen OS Series LED side clearance lights shall be provided and installed, one (1) each side, ahead of the forward body compartment.

Five (5) red LED clearance lights shall be provided and installed at the rear of the apparatus.

Two (2) red LED clearance lights shall be provided and installed, one (1) each side, facing the sides of the apparatus.

A red diamond shaped reflector shall be mounted on each lower rear corner of the apparatus body.

An amber diamond shaped reflector shall be mounted on each lower front corner of the apparatus body.

ICC lighting utilized and lighting positions shall be in conformance with FMVSS 108.

MARKER LIGHTING - BRIGHT FINISH

The ICC lights are to be mounted in a chrome flange.

SIDE MOUNTED TURN SIGNAL LIGHTS

There shall be two (2) Whelen, model RSA02ZCR, linear amber LED turn signal lights provided and installed, one (1) each side, in the rear wheel well area.

TURN SIGNAL HOUSING - BRIGHT FINISH

The turn signals shall be mounted in a chrome bezel.

UPPER LIGHTING PACKAGE

The following NFPA lighting package, manufactured by Whelen, shall be provided and installed in the upper areas of the vehicle.

UPPER ZONE A - ROOF MOUNTED LIGHTBAR

There shall be a Whelen Freedom model F4N7VLED, 72.00-inch lightbar provided and installed on the cab roof, as far forward as possible.

This lightbar system shall be supplied with sixteen (16) LED modules, ten (10) red linear LEDs and six (6) white linear LEDs. The outer lenses shall be clear.

Any white lights in the lightbar shall be disabled automatically for the “Blocking Right of Way” mode.

UPPER ZONE C - REAR WARNING LIGHTS

There shall be two (2) Whelen Super-LED warning lights, model R416*F LED Rota-Beam beacons provided and installed, one (1) each side at the rear of the apparatus.

BEACON LIGHTS COLOR

The upper rear beacon lights shall be red with red lenses.

POLISHED STAINLESS STEEL LIGHT STANCHIONS

Two (2) light stanchions shall be mounted in the upper rear corners of the body sides, one (1) each side.

Each light stanchion shall be made of polished stainless steel and shall be large enough to accommodate the Upper Zone C beacon specified.

LOWER LIGHTING PACKAGE

The following NFPA lighting package, manufactured by Whelen, shall be provided and installed in the lower areas of the vehicle.

LOWER ZONE A - FRONT WARNING LIGHTS

There shall be four (4) Whelen 600 Series Super-LED lightheads with bezels, two (2) on each side, at the front of the chassis in a separate housing than the headlights.

WARNING LIGHTS COLOR

The warning lights shall be red with clear lenses.

BRIGHT FINISH BEZEL

The warning lights shall have a chrome bezel.

LOWER ZONE B & D- SIDE WARNING LIGHTS

There shall be two (2) Whelen 600 Series Super-LED lightheads with bezels provided and installed, one (1) on each side.

WARNING LIGHTS COLOR

The warning lights shall be red with clear lenses.

BRIGHT FINISH BEZEL

The warning lights shall have a chrome bezel.

CAB SIDE WARNING LIGHTS LOCATION

The warning lights on the sides of the cab shall be mounted at the chassis side bumper location.

LOWER ZONE B & D- SIDE WARNING LIGHTS

There shall be two (2) Whelen 600 Series Super-LED lightheads with bezels provided and installed, one (1) on each side.

WARNING LIGHTS COLOR

The warning lights shall be red with clear lenses.

BRIGHT FINISH BEZEL

The warning lights shall have a chrome bezel.

BODY SIDE WARNING LIGHTS LOCATION

The warning lights on the sides of the body shall be mounted on the body rear wheel panel centered over the rear wheels.

LOWER ZONE C- REAR WARNING LIGHTS

There shall be two (2) Whelen 600 Series Super-LED lightheads with bezels, one (1) on each side, provided and installed on the rear of the apparatus.

WARNING LIGHTS COLOR

The warning lights shall be red with clear lenses.

REAR STOP/TAIL/TURN/BACKUP LED LIGHTS

There shall be Whelen model 600 series, 4x6, LED rear taillight assemblies provided and installed with the apparatus, one (1) each side at the rear.

The following shall be provided and installed in the order as specified from top to bottom:

One (1) red stop/taillight
One (1) amber turn signal light populated in the shape of an arrow
One (1) white back up light

MOUNTING ASSEMBLY

There shall be Whelen 4-position vertical housing provided for each taillight assembly.

The lower most open cavity shall be filled with the specified warning light for the rear of the apparatus.

BRIGHT FINISH HOUSING

The rear taillight assembly housing shall be a chrome finish.

REAR TAILLIGHTS COLOR

The taillights mounted at the rear shall have clear lenses.

REAR TRAFFIC ADVISOR

There shall be one (1) Whelen model TAL85 directional lightbar with cable provided and installed at the upper rear of the apparatus. The device shall consist of eight (8) independent LED amber light heads.

The signal patterns of the device shall be progressive left, progressive right, center out, and emergency “All Flash.”

The switch control box is to be mounted in the cab allowing for easy operation by the driver.

SIDE SCENE LIGHT LOCATION

There shall be four (4) scene lights installed on the sides of the apparatus, two (2) on each side.

One (1) located at the front and one (1) located at the rear corner.

SCENE LIGHT MODEL

Whelen 900 Series Super LED gradient scene lighting with flange shall be provided and surface mounted on the apparatus at the locations specified.

BRIGHT BEZEL FINISH

Each light shall be installed with a bright finish bezel.

SCENE LIGHT ACTIVATION

The body side scene lighting shall be activated by two (2) smart switches installed in the driver's side switch panel in the cab, one (1) switch for each side of the apparatus.

REAR SCENE LIGHT LOCATION

There shall be two (2) scene lights installed on the rear facing vertical surface of the apparatus, one (1) on each side.

SCENE LIGHT MODEL

Whelen 900 Series Super LED gradient scene lighting shall be provided, and surface mounted on the apparatus at the locations specified.

SCENE LIGHT ACTIVATION

The rear scene lighting shall be activated simultaneously by one (1) smart switch installed in the driver's side switch panel in the cab.

REFLECTIVE SAFETY STRIPE

There shall be a 4.00-inch-wide 3M brand Scotchlite reflective stripe shall be affixed to the perimeter of the vehicle.

The striping shall be placed up to 60.00 inches above ground level and shall conform to NFPA reflectivity requirements. At least 60% of the perimeter length of each side and width of the rear and at least 25% of the perimeter width of the front of the vehicle shall have reflective stripe.

STRIPE PATTERN

The reflective striping shall be applied around the perimeter of the apparatus in a straight-line pattern.

LETTERING & EMBLEMS

The apparatus lettering and emblems shall be provided and installed by the Fire Department after final delivery of the completed apparatus.

LICENSE PLATE MOUNTING

One (1) license plate mounting bracket and LED light shall be provided and installed at the rear of the apparatus.

WHEEL CHOCKS

One (1) set of NFPA compliant Worden wheel chocks model # HWGY shall be supplied with the apparatus.

The wheel chocks measure 7.75 inches high x 8.50 inches wide x 15.00 inches long and shall have a bright yellow powder coat finish for high visibility, safety and corrosion resistance.

WHEEL CHOCKS

One (1) set wheel chock holders shall be provided and installed on the left side of the apparatus below the front body compartment.

MISCELLANEOUS EQUIPMENT

The following loose equipment as outlined in (NFPA) 1901 sections 5.9.3 and 5.9.4 shall be provided by the Fire Department:

- Supply Hose
- Nozzles
- Axes
- Rechargeable (Portable) Flashlights
- Fire Extinguishers
- SCBA(s) For Each Assigned Seating Position
- SCBA Cylinders
- First Aid Kit
- AED
- Spanner Wrenches
- Adapters
- Handheld Tools
- Salvage Covers
- Traffic Vests
- Traffic Cones
- Flares

THIS DRAWING IS AN OVERALL REPRESENTATION OF THE APPARATUS AS PROPOSED.

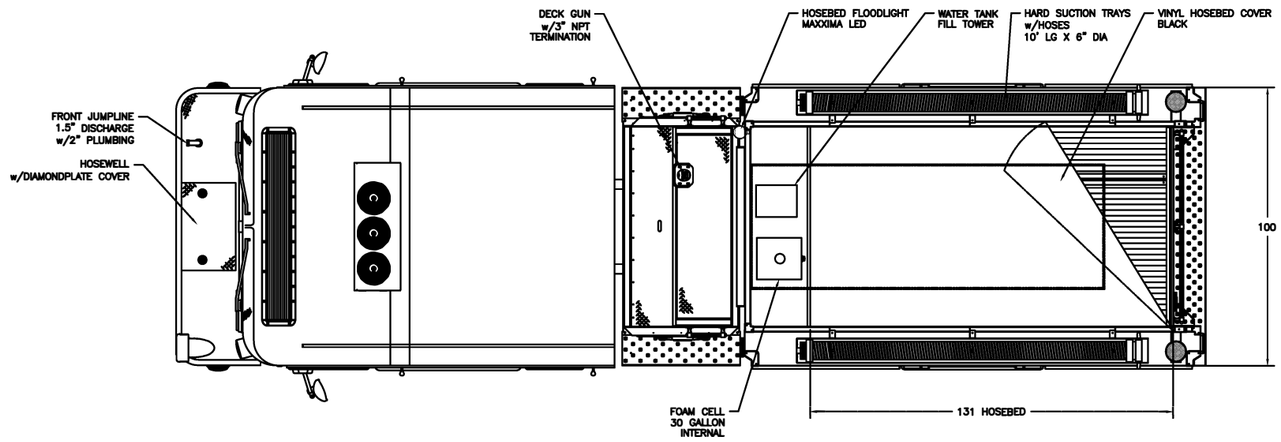
THE EXACT DIMENSIONS, LOCATIONS OF ACCESSORIES AND/OR COMPONENTS MAY BE REVISED PENDING COMPLETE ENGINEERING OF THE CUSTOM REQUIREMENTS OF THE INDIVIDUAL APPARATUS ORDER.

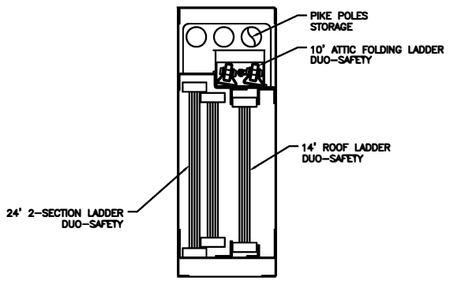
IF THERE IS A DISCREPANCY BETWEEN THE BODYBUILDER PRINT AND THE WRITTEN PROPOSAL; THE SPECIFICATIONS WITHIN THE PROPOSAL PREVAIL.

This drawing along with any changes made and initialed by both the "Fire Department" & HME, Inc. represents what will be constructed and supplied to the "Fire Department." Any changes to the contract specifications and drawing after today's date will be addressed via appropriate change order signed and approved by both the "Fire Department" & HME, Inc.

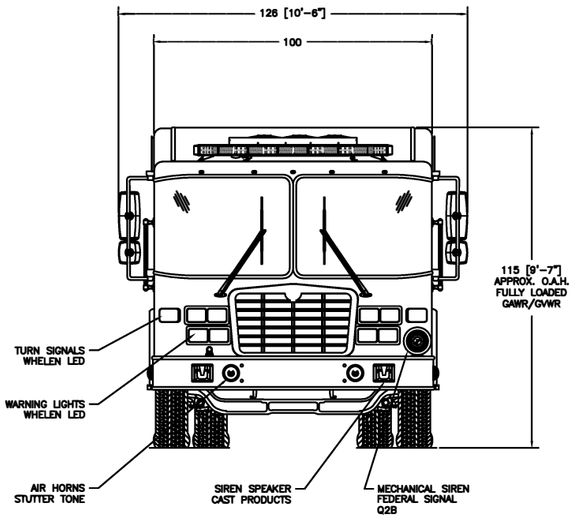
APPROVED BY:_____ TITLE: _____
FIRE DEPARTMENT

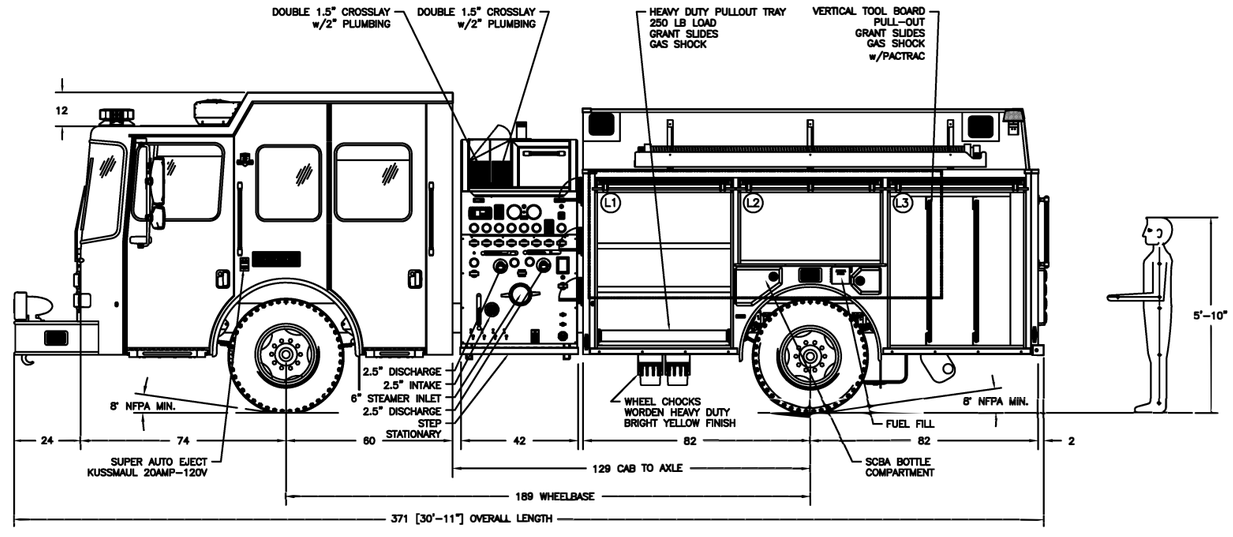
APPROVED BY:_____ TITLE: _____
HME, Incorporated

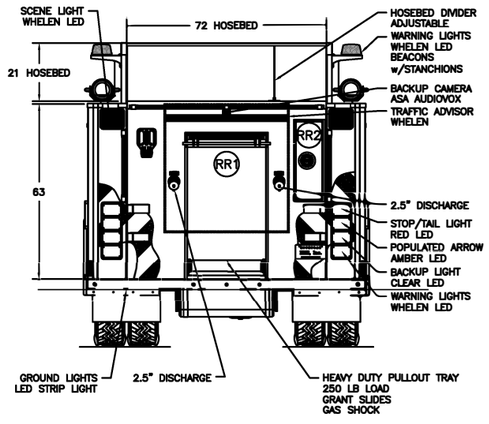




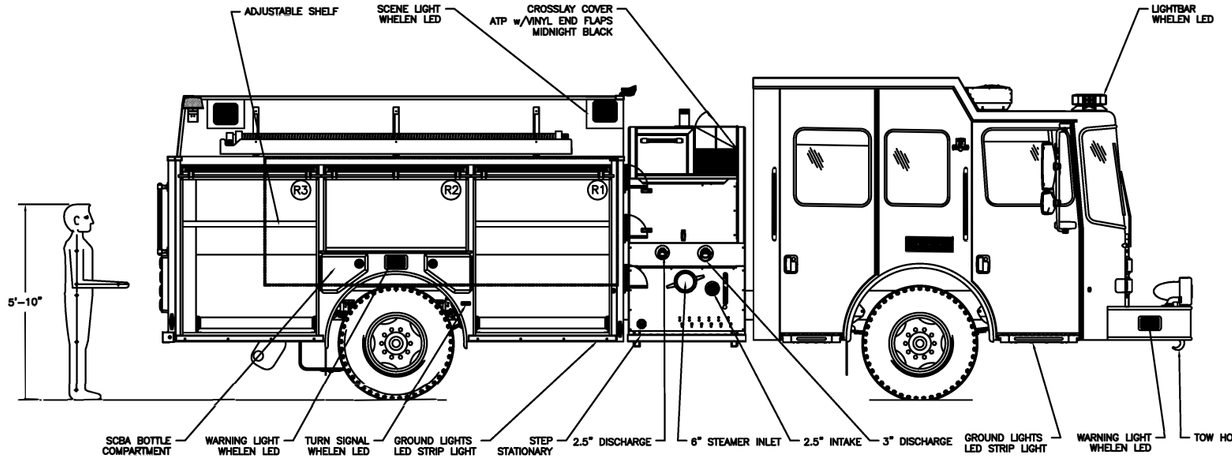
ON BEAM
LADDER STORAGE







COMPARTMENTATION						
	BEHIND DOOR			CLEAR OPENING		
COMPT.	WIDTH	HEIGHT	DEPTH	DOOR WIDTH	DOOR HEIGHT	COMPT. VOLUME
L1:	56"	63"	24"	47"	55"	49 FT³
L2:	52"	33"	24"	49½"	24½"	23.8 FT³
L3:	51"	63"	24"	47½"	55"	44.6 FT³
R1 LOWER:	56"	30"	24"	47"	55"	23.3 FT³
R1 UPPER:	56"	33"	12"	47"	55"	12.8 FT³
R2:	52"	33"	12"	49½"	24½"	11.9 FT³
R3 LOWER:	51"	30"	24"	47½"	55"	21.3 FT³
R3 UPPER:	51"	33"	12"	47½"	55"	11.7 FT³
RR1:	48"	62"	22"	27"	46"	38.5 FT³



CREATED WITH AutoCAD®

D	JB	10 APR '24	HOSEBED HEIGHT CORRECTION
C	JB	22 MAR '24	CHANGE ORDER 3
B	JB	16 FEB '24	CHANGE ORDER 1/TITLE BLOCK UPDATE
A	JB	1 DEC '23	ORIGINAL RELEASE
LET	BY	DATE	REVISION

1950 BYRON CENTER AVE.
WYOMING, MI. 49519

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTERESTS OF HME. INC.

NAME
MES CORE22 HIGH END

DRAWN	DATE	APPROVED	DRAWING FILE
J. BAXTER	21 NOV '23	N/A	24195-24210 - MES CORE22 HIGH END REV D.DWG

THIRD ANGLE PROJECTION	SIZE	NUMBER	SCALE
	B	24195-24210	NTS
			SHEET 1 OF 1

APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement ("**Agreement**") sets forth the terms and conditions under which MES. a Connecticut Company of 12 Turnberry Lane., Sandy Hook, CT 06482 ("**MES**") will sell an apparatus as further identified on ***Schedule A*** ("**Apparatus**") to the following buyer ("**Buyer**") and Buyer will purchase the Apparatus.

Buyer:

_____
(Name of Buyer)

_____
(Street)

_____
(City State Zip)

Attention: _____

Telephone No. _____

E-mail Address: _____

This Agreement is comprised of this Signature Page, the attached ***Schedule A***, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

MES (Municipal Emergency Services)

By: _____
(MES Signature)

_____
(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Title)

Date: _____

_____
(Type or Print Buyer's Name)

By: _____
(Buyer Signature)

_____
(Type or Print Individual's Name)

Its: _____
(Type or Print Individual's Title)

Date: _____

SIGNATURE PAGE

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	
Date of Specifications:	
Price:	
Pre-Construction Conference Date: (if needed)	
Expected Delivery Date:	
Additional Terms:	

1. **Change Orders**.

(a) Subject to the limitation below, for a period of weeks after the execution of this Agreement MES agrees to review and respond to requested changes to the Apparatus by Buyer upon Buyer submission of a written change request describing the exact nature of the changes requested. MES will review such a request and advise Buyer of any changes to the price for the Apparatus and the delivery schedule for the Apparatus caused by the requested changes. If Buyer and MES agree to the changes, including the changes, if any, to the price and delivery date, then MES and Buyer will execute a change order setting for the terms of the changes.

(b) Buyer may not request changes in major components, Apparatus configuration, or other changes that may change the major components or configuration of the Apparatus, (e.g.: engine, transmission, axles, water tank, body, or fire pump).

2. **Alternative Components**. If the OEM is not able to obtain specific brand name components ("**Named Components") s**et forth in the specifications identified on Schedule A ("Specifications") or if waiting for such Named Components will cause a delay in construction or delivery of the Apparatus, MES will notify Buyer of the delay. OEM agrees to make reasonable efforts to locate alternative sources of the Named Components provided OEM will have no liability for any delay caused by issues in obtaining the Named Components. OEM will not substitute a Named Component without the consent of Buyer. OEM has the right to substitute raw materials and other components, excluding the Named Components, identified in the Specifications that do not affect the overall appearance or function of the Apparatus.

3. **Delivery, Inspection, Title and Risk of Loss**.

(a) MES agrees the Apparatus will be ready for delivery by the expected delivery date set forth in ***Schedule A*** ("**Delivery Date**"). The Delivery Date assumes that (i) Buyer has paid for the Apparatus according to this Agreement; (ii) if a pre-construction conference date is set forth in ***Schedule A*** that such conference is satisfactorily completed by both parties; and (iii) that no changes have been requested to the Specifications. If any of these conditions are not satisfied, the Delivery Date may be extended by MES.

(b) Unless otherwise specified on ***Schedule A***, delivery of the Apparatus shall include delivery to the customers location. MES will provide Buyer with a notice of when the Apparatus is ready for delivery.

(c) Buyer agrees to inspect the Apparatus within fourteen days of notice from MES that the Apparatus is ready for delivery.

(d) Title and risk of loss for the Apparatus shall pass to Buyer upon MES's notice to Buyer that the Apparatus is ready for delivery to the Buyer.

4. **Force Majeure**. MES is not liable for unforeseeable penalties or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond HME's reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) industrial disturbances.

5. **Price and Payment**.

(a) Subject to any changes as provided in this Agreement or as agreed to by Buyer and MES under the terms of this Agreement, the price for the Apparatus is set forth on ***Schedule A*** ("**Price**"). The

Price is in U.S. dollars, and does not include any taxes, freight, duty, tariffs, assessments or similar charges, which shall be Buyer's sole responsibility and liability.

(b) Unless otherwise specified on ***Schedule A***, Buyer shall pay the Price in full upon delivery of the Apparatus to Buyer at MES's facility. Unless otherwise specified on ***Schedule A***, the Apparatus will not leave MES's facility until payment has been received in full for the Apparatus. All payments shall be in U.S. currency. MES reserves the right to assess finance charges on any past due amounts at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. MES shall be entitled to recover its reasonable attorney fees and costs incurred in connection with collection of any past due amounts owing under this Agreement.

(c) MES will not accept any payment made to HME's sales representatives. All payments of the Price will be made exclusively to MES at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482 Attention: Accounts Receivable.

6. **Warranty**. MES's exclusive warranty for the Apparatus is set forth in the Specifications.

7. **Use of Equipment; Indemnification**. Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all manuals and written instructions provided by MES; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered or bypassed. Buyer agrees to indemnify and hold MES harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach by Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control.

8. **Limitation on Damages**.

(a) EXCEPT AS SET FORT IN THE SPECIFICATIONS, MES DOES NOT MAKE ANY WARRANTY AS TO THE APPARATUS AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE APPARATUS. MES shall not have any tort liability to Buyer or any other person with respect to any of the Apparatus and shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, nondelivery, recall or other breach. Buyer shall not have any right of rejection or of revocation of acceptance of the Apparatus.

(b) IN ADDITION TO THE LIMITATIONS IN THE PRECEDING CLAUSE, MES' TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE APPARATUS SHALL NOT EXCEED THE COST OF PROVIDING REPLACEMENT ITEMS OF THE APPARATUS FOR THOSE ITEMS OF APPARATUS NOT COMPLYING WITH THE TERMS OF THIS AGREEMENT OR, AT HME'S ELECTION, TO THE REFUND OR CREDITING OF BUYER OF THE AMOUNT EQUAL TO THE PRICE PAID BY BUYER FOR THE APPARATUS.

9. **Permits and Compliance**. MES is not responsible for obtaining any permit, inspection or license that is required for the operation of the Apparatus or placing the Apparatus in service in a particular jurisdiction. Except as set forth in the Specifications, MES does not make any promise or representation that the Apparatus will conform to any law, ordinance, regulation, code or standard.

10. **Intellectual Property and Confidentiality**. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that OEM creates or develops in the course of OEM's design, development or manufacture of the Apparatus and all drawings and specifications that MES provides to Buyer ("**Intellectual Property**") shall be OEM's sole property, and Buyer

assigns, and agrees to assign, to OEM all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about OEM's business, operations or activities, except to the extent necessary for Buyer to use the Apparatus.

11. **Cancellation**. Buyer does not have any right to cancel its agreement to buy the Apparatus from MES. IIf MES agrees in writing to permit cancellation of this Agreement for any other reason, then Buyer shall immediately pay to MES a cancellation charge in an amount MES determines taking into consideration (a) the realizable value to OEM of any standard components that OEM purchased or ordered before cancellation, (b) the realizable scrap value to HME of the remaining material and tooling that OEM purchased, fabricated or ordered before cancellation and

(c) any direct labor costs that OEM incurred. MES has the right to terminate this Agreement by providing notice to Buyer upon the occurrence of any events described in the paragraph titled "Force Majeure" or if OEM is unable to obtain raw materials or components for the Apparatus in a timely or reasonable manner or otherwise produce the Apparatus. Upon termination of this Agreement, Buyer shall deliver to MES all materials relating to the Apparatus including, without limitation, all diagrams, drawings, blueprints, memoranda, specifications, and related documents. Buyer shall not retain any photocopies or other facsimiles of any of the materials.

12. **Tag-On / Additional Orders**. At its sole discretion, MES may allow the terms of this Agreement to be extended to both Buyer and similar agencies for the purchase of a similar Apparatus under similar terms for a period of one (1) year from the date of the execution of this Agreement. MES may adjust the Price to account for equitable Price adjustments associated with the change in the cost of the materials used to produce the Apparatus. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing Price changes expected by OEM from the component vendors. If there are any changes between the Apparatus purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary adjustments to the Price. If the purchasing agency is not Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

13. **MES's Rights.** MES has all rights and remedies that applicable law gives to sellers. MES's rights and remedies are cumulative, and MES may exercise them from time to time. MES's waiver of any right on one occasion shall not be a waiver of any future exercise of that right.

14. **Time for Bringing Action**. Any action that Buyer brings against MES for breach of this Agreement or for any other claim that arises out of or relates to the Apparatus or its design, manufacture, sale or delivery must be brought within one year after the cause of action accrues.

15. **Applicable Law**. This Agreement between MES and Buyer shall be considered to have been made in the State of Connecticut, and it shall be governed by and interpreted according to Connecticut law. Either party may bring any action that arises out of or relates to this Agreement in any federal or state court in Connecticut that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

16. **Notices**. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties address as set forth on the first page of this Agreement. Either party may change such address by giving notice to the other party of such change.

17. **Amendment and Waiver**. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Binding Effect; Benefits; Assignment**. All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of each other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, this Agreement being for the exclusive benefit of the parties and their respective heirs, personal representatives, successors and authorized assigns. No party will assign any of its respective rights or obligations under this Agreement to any other person without the prior written consent of the other party.

19. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The signatures of the parties transmitted electronically will be "electronic signatures" within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where the legislation has been adopted.

20. **Severability**. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

21. **Entire Agreement**. This Agreement constitutes the entire agreement between Buyer and MES with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; *provided, however,* that nothing in this Agreement shall terminate, amend or modify any previously executed confidentiality agreement(s) between Buyer and MES. The Specifications and contents of ***Schedule A*** shall be incorporated into, made a part of and governed by the terms of this Agreement. If there is a conflict between these Terms and Conditions and the Specifications or any information on ***Schedule A***, these Terms and Conditions shall control, unless ***Schedule A*** specifically amends these Terms and Conditions by reference to Paragraphs to be amended.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith CHAIR: Robert B. Corn

ACTION REQUESTED:

Consider recommending authorization for approval to issue a purchase order in the amount of $265,988.60 for the purchase of one Brush Truck from 411 Equipment, LLC. This procurement will be made through CES Contract #2024-25-C115-ALL. (Chavez)

BACKGROUND:

Initiated by: Steve Chavez

The Roswell Fire Department is requesting approval to purchase a new brush truck due to the age and declining reliability of our current brush fleet. Many of our existing units have exceeded their service life and no longer support the dependable and simultaneous response capability required for wildland and grass fire incidents. With fire-service chassis in extremely limited supply, the department identified two suitable units available through 411 Equipment in Albuquerque. Securing one of these chassis now allows us to begin updating our fleet to the standards Roswell Fire should have and maintain reliable operational readiness for our community.

FINANCIAL CONSIDERATION:

Finance Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expense: 22654123-817506 (Capital Outlay -- Vehicles) -- $265,988.60
Current/Original Budget: $265,988.60
Remaining Budget: $265,988.60
Requested Amount: $265,988.60

LEGAL REVIEW:

Not at this time

BOARD AND COMMITTEE ACTION:

The Public Safety Committee voted 5--0 and recommended being placed on Finance Committee.

STAFF RECOMMENDATION:

Due to limited availability, staff recommends authorization for approval to issue a purchase order in the amount of $265,988.60 for the purchase of one Brush Truck from 411 Equipment, LLC.

Attachments

Brush Truck

411 Equipment, LLC
"Be in the Know"
7324 4th Street NW, Los Ranchos, NM 87107
(505) 242-1411 Phone

November 13, 2025

City of Roswell
Fire Department
Steve Chavez
Fire Chief

Dear Chief Chavez,

I am pleased to offer your department a 411 Equipment Brush Truck for $265,988.60 via my CES Contract #2024-25-C115-ALL. The price break downs as follows:

Item	Description	Price
1906A	Ford F550 4x4 4 Door w/ Aluminum Body	$243,179.00
84CA	84" CA Chassis	$5,425.00
K12106	Diesel Water Pump	$14,820.00
K12228	Kussmaul Auto Eject	$3,300.00
K11400	Upgrade 400 Gallon Tank	$420.00
	Truck Sub Total	$267,144.00
	CES 2% Discount	($5,343.00)
	Sub Total Less Discount	$261,801.00
	Graphics	$5,000.00
	Delivery and Training	$2,500.00
	Sub Total	$269,301.00
	Extra Discount (1.23%)	($3,312.40)
	Grand Total	**$265,988.60**

This unit includes the CES 2% Discount with an additional discount, totaling to 3.23%. 411 Equipment will pay the CES fee. This price includes graphics, delivery and training. All equipment can be quoted separately. This unit is ready for purchase and delivery December 2025. If you have any questions, please feel free to contact me.

Thank you for this opportunity,

Alexis Marquez

Alexis Marquez
411 Equipment
Sales Manager
505-242-1411

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 8.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommendation of budget adjustment for Special Electronics Department FY 2026 Capital Budget Request. (MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Special Electronics Department is requesting the following items to be included with the FY 2026 budget:

- Malfunction Monitor Unit with Cabinet Hub $7,540
- Cobalt Traffic Signal Controller with Cabinet $23,420

These items would replace spare emergency stock that was utilized after the October 2024 flood event and would be eligible to submit for FEMA reimbursement.

FINANCIAL CONSIDERATION:
Finance Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: n/a

Expense: 26234323-817504 (Capital Outlay -- Infrastructure) -- $30,960.00

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
Consider recommendation of budget adjustment for Special Electronics Department FY 2026 Capital Budget Request to December City Council.

Attachments

Malfunction Monitor Unit Quote
Cobalt Traffic Signal Controller Quote

P.O. Box 5508 – Arlington – Texas – 76005-5508
817.831.9406 – fax 817.831.9407
Estimating@Paradigmtraffic.com
www.paradigmtraffic.com

QUOTATION

UPDATED ON 11/17/25 @ 2:45pm

TO: Paradigm Traffic Systems
2201 East Division Street
Arlington, Texas 76011
attn: Estimating Department
ph: 817-831-9406
fx: 817-831-9407

RFQ: CITY OF ROSWELL, NM.
Clifford Boehms Request for Quote
State of New Mexico
Price Agreement No. 40-80500-23-17055
Traffic Signal Equipment and Supplies

DATE	SLSMN	Delivery Date	FREIGHT	SHIP VIA	F.O.B	TERMS	QTE NUMBER
11/17/2025	RK	90 - 120 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q35633RK/DJ

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
		PLEASE SEE NOTES THROUGHOUT THIS QUOTE		
		This quote is valid for 60 days. Thereafter it is subject to change without notice.		
1	1	EBERELE DESIGN MALFUNCTIONING MONITOR UNIT ***NOTE*** *16 Ch. LCD Enhanced TS2 Smart Monitor MMU2-16LEip Quoted*	$1,240.00	**$1,240.00**
2	1	ECONOLITE CABINET HUB ***NOTE*** *EVOHUB-S (Shelfmount) Part # 143-103-503 Quoted*	$6,300.00	**$6,300.00**
		For any questions, comments or concerns, Please email us at : **Estimating@Paradigmtraffic.com**		
			TOTAL	**$7,540.00**

***This quote is valid for 60 days.** Thereafter it is subject to change without notice.
*Thank you for the opportunity to submit a proposal to you on this equipment. Please reference this quotation (by QTE number) when placing order. If you have any questions, please call or send a fax to me.
*When sending RFQ's, PO's or RFI's, please send to **ESTIMATING@PARADIGMTRAFFIC.COM**
*Unless previously discussed, quote is for material only

OFFERED BY:



Robert Kelly
Paradigm Traffic Systems, Inc.
Estimating@paradigmtraffic.com
Federal ID# 75-2520341

9001 Jameel, Suite 130 Houston, TX 77040
713-864-7545– fax 713-864-7588
www.paradigmtraffic.com

QUOTATION

UPADTED ON 11/17/25 @ 2:45pm

TO: City of Roswell, NM
300 East Walnut
Roswell, NM 88230
attn: Clifford Boehms
ph: 557-840-8669
fax: c.boehms@roswell-nm.gov

RFQ: New Mexico State Contract
40-80500-23-17055

DATE	SLSMN	DELIVERY	FREIGHT	SHIP VIA	F.O.B.	TERMS	QUOTE #
11/17/25	DJ	90 - 120 Days ARO	PPD & Allowed	Best Way	Destination	Net 30	Q36308DJ

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
11	1	TS2 Type 1 P44 Double Door Cabinet CAB18649	$18,315.00	$18,315.00
15	1	Cobalt C TS-2 Type 1 Controller, w/ 8 MB Data Key, No Comm Card	$5,106.00	$5,106.00
			TOTAL	$23,421.00

***This quote is valid for *60 days*. Thereafter it is subject to change without notice.**
*Thank you for the opportunity to submit a proposal to you on this equipment. Please reference this quotation (by Quote Number) when placing order. If you have any questions, please call or send a fax to me.
*When sending RFQ's, PO's or RFI's, please send to **ESTIMATING@PARADIGMTRAFFIC.COM**

OFFERED BY:

Dan Jaynes
Paradigm Traffic Systems, Inc.
Federal ID# 75-2520341

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 9.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Recommend award of ITB-26-005, Annual Maintenance Contract to Abrahams Construction. (MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Bids received on November 12, 2025, for the subject project have been reviewed. A Bid Tabulation is attached. Three bids were received:

1. Abrahams Construction, Albuquerque, NM
2. J&H Services, Inc, Albuquerque, NM
3. KE&G Construction, Inc, Tucson, AZ

Please see, attached, the Recommendation of Award Letter. The average of Abraham's Construction unit prices on this bid is $146.04, J&H Services average unit price is $1,308.54, and KE&G Construction average unit price is $4,360.85.

FINANCIAL CONSIDERATION:
Each department that utilizes this contract must utilize their own Department's operating budget.

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
On November 17, 2025, the Infrastructure Committee voted 5-0 to recommend approval for the award of ITB-26-005, Annual Maintenance Contract to Abrahams Construction, to the Finance Committee with consideration to be placed on the City Council's Consent Agenda.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Recommendation of Award
Bid Tabulation Form

ROSWELL
New Mexico

City of Roswell

Award Recommendation Report

Award Recommendation for: ITB-26-005 2026-2027 Annual Maintenance Contract

The City of Roswell issued Invitation to Bid (ITB) 26-005 seeking sealed bids from qualified contractors to provide annual maintenance services for concrete, asphalt, and related civil work throughout the City of Roswell. The contract establishes unit pricing for various maintenance and repair tasks, including removal and replacement of pavement, curb and sidewalk repair, asphalt patching, and other minor infrastructure improvements.

Bids were opened on November 12, 2025. Three bids were received and reviewed:

- Abraham's Construction, Inc. – Albuquerque, NM
- J&H Services, Inc. – Albuquerque, NM
- KE&G Construction, Inc. – Tucson, AZ

After review of all bids, Abraham's Construction, Inc. submitted the lowest responsive and responsible bid based on unit pricing. The bid meets all specifications outlined in the ITB. This agreement will be used on an as-needed basis; the City will request quotes for specific projects, and pricing will follow the unit rates in the bid tabulation.

Staff recommends award of ITB-26-005 to **Abraham's Construction, Inc. – Albuquerque, NM**, for the 2026–2027 Annual Maintenance Contract.

Sincerely,

Arely Peek,
Purchasing Agent

City of Roswell

BID TABULATION

ITB No. ITB-26-005

2026-2027 Annual Maintenance Contract

RESPONSE DEADLINE: November 12, 2025 at 2:00 pm

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Existing Conc. Pvmt. < 50 SY	1	Square Yard	$45.00	$45.00	$115.00	$115.00	$214.16	$214.16
X	2	Remove Existing Conc. Pvmt. > 50 SY	1	Square Yard	$40.00	$40.00	$85.00	$85.00	$118.72	$118.72
X	3	Remove Existing Asph. Pvmt. < 50 SY	1	Square Yard	$45.00	$45.00	$12.00	$12.00	$200.13	$200.13
X	4	Remove Existing Asph. Pvmt. > 50SY	1	Square Yard	$40.00	$40.00	$6.00	$6.00	$107.24	$107.24
X	5	Remove Existing Curb < 10 LF	1	Linear Foot	$45.00	$45.00	$100.00	$100.00	$1,098.91	$1,098.91
X	6	Remove Existing Curb > 10< 30 LF	1	Linear Foot	$40.00	$40.00	$50.00	$50.00	$279.58	$279.58
X	7	Remove Existing Curb > 30 LF	1	Linear Foot	$40.00	$40.00	$40.00	$40.00	$186.72	$186.72
X	8	Remove Existing Sidewalk < 10 SY	1	Square Yard	$45.00	$45.00	$150.00	$150.00	$1,135.98	$1,135.98

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Remove Existing Sidewalk > 10 < 25 SY	1	Square Yard	$40.00	$40.00	$120.00	$120.00	$467.52	$467.52
X	10	Remove Existing Sidewalk > 25 SY	1	Square Yard	$40.00	$40.00	$50.00	$50.00	$324.81	$324.81
X	11	Remove Existing Fillet -Drive pad < 25 SY	1	Square Yard	$50.00	$50.00	$170.00	$170.00	$443.38	$443.38
X	12	Remove Existing Fillet-Drive pad > 25 SY	1	Square Yard	$50.00	$50.00	$70.00	$70.00	$292.37	$292.37
X	13	Unclassified Excavation	1	Cubic Yard	$50.00	$50.00	$25.00	$25.00	$971.80	$971.80
X	14	Pit Run	1	Cubic Yard	$40.00	$40.00	$30.00	$30.00	$1,209.87	$1,209.87
X	15	Flowable Fill	1	Cubic Yard	$200.00	$200.00	$180.00	$180.00	$175.40	$175.40
X	16	Subgrade Prep < 50 SY	1	Square Yard	$21.00	$21.00	$10.00	$10.00	$109.53	$109.53
X	17	Subgrade Prep > 50 SY	1	Square Yard	$20.00	$20.00	$5.50	$5.50	$105.71	$105.71
X	18	Base Course, 4" < 50 SY	1	Square Yard	$30.00	$30.00	$20.00	$20.00	$427.07	$427.07
X	19	Base Course, 4" > 50 SY	1	Square Yard	$30.00	$30.00	$10.00	$10.00	$263.77	$263.77
X	20	Base Course, 6" < 50 SY	1	Square Yard	$30.00	$30.00	$25.00	$25.00	$431.30	$431.30

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	21	Base Course, 6" > 50 SY	1	Square Yard	$30.00	$30.00	$13.00	$13.00	$220.55	$220.55
X	22	PMBP - Hot-Pickup	1	Ton	$120.00	$120.00	$95.00	$95.00	$159.98	$159.98
X	23	PMBP - Cold - Pickup	1	Ton	$120.00	$120.00	$105.00	$105.00	$190.29	$190.29
X	24	PMBP in Place < 15 tons	1	Ton	$300.00	$300.00	$500.00	$500.00	$719.42	$719.42
X	25	PMBP in Place > 15 < 45 tons	1	Ton	$300.00	$300.00	$250.00	$250.00	$491.81	$491.81
X	26	PMBP in Place > 45 tons	1	Ton	$300.00	$300.00	$140.00	$140.00	$659.74	$659.74
X	27	PMBP - Hot - Delivered	1	Ton	$175.00	$175.00	$105.00	$105.00	$223.97	$223.97
X	28	Asphaltic Concrete Pavement Repair < 15 tons	1	Ton	$250.00	$250.00	$500.00	$500.00	$740.69	$740.69
X	29	Asphaltic Concrete Pavement Repair > 15 tons	1	Ton	$250.00	$250.00	$250.00	$250.00	$590.14	$590.14
X	30	Bituminous Material for Tack Coat	1	Ton	$500.00	$500.00	$850.00	$850.00	$3,451.22	$3,451.22
X	31	Bituminous Curb	1	Linear Foot	$50.00	$50.00	$50.00	$50.00	$245.08	$245.08

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	32	Pavement Crack Sealing	1	Linear Foot	$20.00	$20.00	$15.00	$15.00	$58.07	$58.07
X	33	Concrete Sidewalk, 4" < 10 SY	1	Square Yard	$100.00	$100.00	$300.00	$300.00	$2,212.76	$2,212.76
X	34	Concrete Sidewalk, 4" > 10 <25 SY	1	Square Yard	$90.00	$90.00	$250.00	$250.00	$809.23	$809.23
X	35	Concrete Sidewalk, 4" > 25 SY	1	Square Yard	$80.00	$80.00	$175.00	$175.00	$384.74	$384.74
X	36	Monolithic Curb and Sidewalk	1	Square Yard	$100.00	$100.00	$325.00	$325.00	$1,353.87	$1,353.87
X	37	Repair Existing Brick Paver	1	Square Yard	$90.00	$90.00	$500.00	$500.00	$364.71	$364.71
X	38	Concrete Drive pad, 6"	1	Square Yard	$150.00	$150.00	$250.00	$250.00	$1,336.12	$1,336.12
X	39	Concrete Pavement - Fillet, 6"	1	Square Yard	$150.00	$150.00	$250.00	$250.00	$1,295.69	$1,295.69
X	40	Concrete Curb, 6" x 24" < 10 LF	1	Linear Foot	$70.00	$70.00	$100.00	$100.00	$1,308.99	$1,308.99
X	41	Concrete Curb, 6" x 24" >10 < 30 LF	1	Linear Foot	$65.00	$65.00	$100.00	$100.00	$543.03	$543.03
X	42	Concrete Curb, 6" x 24" > 30 LF	1	Linear Foot	$65.00	$65.00	$75.00	$75.00	$385.09	$385.09

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	43	Concrete Curb, 6" xx30" < 25 LF	1	Linear Foot	$75.00	$75.00	$120.00	$120.00	$518.15	$518.15
X	44	Concrete Curb, 6" x 30" > 25 LF	1	Linear Foot	$75.00	$75.00	$120.00	$120.00	$305.70	$305.70
X	45	Concrete Valley Gutter, 6" x 24"	1	Linear Foot	$75.00	$75.00	$100.00	$100.00	$1,292.13	$1,292.13
X	46	Concrete Valley Gutter, 6" x 36"	1	Linear Foot	$80.00	$80.00	$125.00	$125.00	$1,501.01	$1,501.01
X	47	Concrete Header Curb, 6" x 12"	1	Linear Foot	$40.00	$40.00	$75.00	$75.00	$845.36	$845.36
X	48	Concrete Header Curb 6" x 24"	1	Linear Foot	$50.00	$50.00	$100.00	$100.00	$851.02	$851.02
X	49	Standard Coring with Water any Depth	1	Each	$150.00	$150.00	$1,250.00	$1,250.00	$75.77	$75.77
X	50	Structural Concrete, 3000 PSI	1	Cubic Yard	$800.00	$800.00	$1,750.00	$1,750.00	$15,904.12	$15,904.12
X	51	Structural Steel for Miscellaneous Structures	1	Pound	$10.00	$10.00	$15.00	$15.00	$23.40	$23.40
X	52	Wire Enclosed Riprap, Class A	1	Cubic Yard	$150.00	$150.00	$750.00	$750.00	$9,348.90	$9,348.90

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	53	Adjust Manhole to Grade with Concrete Collar	1	Each	$750.00	$750.00	$3,500.00	$3,500.00	$3,105.02	$3,105.02
X	54	Adjust Manhole to Grade without Concrete Collar	1	Each	$300.00	$300.00	$2,500.00	$2,500.00	$188.86	$188.86
X	55	Adjust Valve to Grade with Concrete Collar	1	Each	$300.00	$300.00	$2,500.00	$2,500.00	$1,171.67	$1,171.67
X	56	Adjust Valve to Grade without Concrete Collar	1	Each	$250.00	$250.00	$2,000.00	$2,000.00	$846.51	$846.51
X	57	Motor Grader w/ Operator Caterpillar Model 12 - 5/ Equal	1	Hour	$125.00	$125.00	$230.00	$230.00	$352.06	$352.06
X	58	Grouted Rock Slope Paving	1	Square Yard	$125.00	$125.00	$500.00	$500.00	$15,185.09	$15,185.09
X	59	Furnish and Install Concrete Stop Blocks	1	Each	$125.00	$125.00	$350.00	$350.00	$518.81	$518.81
X	60	Welded Pipe Railing Fence	0	Each	$0.00	$0.00	$350.00	$0.00	$0.00	$0.00
X	61	Sanitary Sewer Line, 8" - Up to 10' Depth	1	Linear Foot	$125.00	$125.00	$95.00	$95.00	$933.03	$933.03

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	62	Sanitary Sewer Line. 8" - Over 10' Depth	1	Linear Foot	$180.00	$180.00	$120.00	$120.00	$1,543.34	$1,543.34
X	63	4' Diameter Sewer Manhole 0' to 8' Depth	1	Each	$750.00	$750.00	$20,000.00	$20,000.00	$80,383.53	$80,383.53
X	64	4' Diameter Sewer Manhole Over 8' Depth	1	Each	$750.00	$750.00	$25,000.00	$25,000.00	$105,190.57	$105,190.57
X	65	Cold Milling Bituminous Pavement, 2" Depth	1	Square Yard	$30.00	$30.00	$3.00	$3.00	$6.99	$6.99
X	66	Cold Milling Bituminous Pavement, 3" Depth	1	Square Yard	$35.00	$35.00	$4.00	$4.00	$8.30	$8.30
X	67	Cold Milling Bituminous Pavement, 4" Depth	1	Square Yard	$30.00	$30.00	$5.00	$5.00	$9.70	$9.70
X	68	Cold Milling Bituminous Pavement, 5" Depth	1	Square Yard	$30.00	$30.00	$6.00	$6.00	$11.53	$11.53
X	69	Cold Milling Concrete Pavement, 2" Depth	1	Square Yard	$30.00	$30.00	$6.00	$6.00	$15.51	$15.51

					Abraham's Construction, Inc.		J&H Services, Inc.		KE&G Construction, Inc.	
	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	70	Cold Milling Concrete Pavement, 3" Depth	1	Square Yard	$40.00	$40.00	$9.00	$9.00	$23.81	$23.81
X	71	Traffic Control on Major Arterials	1	Each	$500.00	$500.00	$15,000.00	$15,000.00	$49,366.50	$49,366.50
X	72	ADA Detectable Waring Plate (NMDOT Approved) 5' x 2'	1	Each	$250.00	$250.00	$500.00	$500.00	$353.63	$353.63
X	73	Curb Drop Inlet Type I - B (NMDOT) Up to 5' Depth	1	Each	$530.00	$530.00	$15,000.00	$15,000.00	$22,274.69	$22,274.69
X	74	Geogrid	1	Square Yard	$50.00	$50.00	$7.00	$7.00	$55.23	$55.23
X	75	Concrete Sealing NP1	1	Linear Foot	$10.00	$10.00	$3,500.00	$3,500.00	$69.62	$69.62
X	76	Gravel Landscaping	1	Square Yard	$50.00	$50.00	$50.00	$50.00	$484.00	$484.00
X	77	10" Concrete Pavement	1	Square Yard	$130.00	$130.00	$250.00	$250.00	$1,041.15	$1,041.15
X	78	City of Roswell Landfill Tipping Fee	1	Ton	$75.00	$75.00	$55.00	$55.00	$32.30	$32.30
Total						$11,391.00		$102,066.50		$340,146.17

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 10.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Recommend approval to proceed with the South Sunset Road Diet design and construction. (MacCornack)

BACKGROUND:
Initiated by: James MacCornack

Councilor Johnson requested this item be brought to the Infrastructure Committee as an action item. A road diet implementation on S. Sunset Ave. between McGaffey and Brasher is a proposed treatment to address existing traffic safety issues, including speeding and crash history. Based on FHWA research as well as traffic studies that were completed on this roadway segment, this is an appropriate treatment for this roadway segment. The project is proposed to be completed in Spring 2026.

FINANCIAL CONSIDERATION:
The estimated cost of obliterating and replacing existing striping on this roadway segment is approximately $58,000. The Street Department has $150,000 identified for pavement markings and striping in the current budget.

Finance Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expense: 26234323-614020 (M&R Infrastructure Non-Building)
Current/Original Budget: $4,127,210.00
Remaining Budget: $1,719,531.65
Requested Amount: $58,000.00

LEGAL REVIEW:
Not Applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee voted 3-2, with Councilor Arnold and Councilor Moore, opposed, and recommended approval to proceed with the South Sunset Road Diet design and construction.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

City Speed Study Report
Lee Engineering Intersection Study Report
S. Sunset & Poe Updated Crash Records
FHWA HSIS Road Diet Crash Reduction Study
Excerpt from S. Sunset Road Diet Plans

City of Roswell, New Mexico
Traffic Engineering
Speed Study
S. Sunset from McGaffey to Brasher

Date: ..... April 27, 2025 – May 2, 2025
Time of Day: ..... 24 hour study
Speed (posted or 85%): .. 35 MPH
Traffic Controls Present: . Two Way Stop Control On Side Streets
Intersection Maneuver : .. Left/Right Turn/Through (Straight)
Weather: ..... Clear
Horizontal Curve: ..... None
Vertical Curve: ..... None
Study Conducted by:…….Clifford Boehms & James MacCornack

Major Roadway Width: .... 41 Feet
Number of Lanes: 4
Minor Roadway Width: .... Varies
Number of Lanes: 2

Conclusion: A study was conducted to examine and document vehicle speed on S. Sunset between McGaffey & Brasher. City Special Electronics department placed radar speed detection units to measure speed.

The results of this study showed that the 85th percentile speed was measured to be approximately 46 MPH, approximately 11 MPH over the posted speed limit of 35 MPH.

Traffic count data from NMDOT was also reviewed, this data showed that the Average Daily Traffic (ADT) ranges from approximately 8,755 vehicles per day on Sunset between McGaffey and Hobbs to approximately 4,579 vehicles per day between Jaffa and Brasher.

Traffic Volume Characteristics

The New Mexico Department of Transportation Traffic Count Data System (NMDOT TCDS) was reviewed to determine the approximate daily traffic volume on S. Sunset between McGaffey and Brasher. There were three data records available for this road segment.

The first data set was from a count conducted on S. Sunset near the intersection with Hobbs St. This count indicated an approximately ADT of 8,755 vehicles per day on S. Sunset in this area. This traffic was split roughly equally between northbound and southbound directions of travel (4,565 northbound and 4,190 southbound).

The second data set was from a count conducted on S. Sunset near the intersection with Poe St. This count indicated an approximately ADT of 6,635 vehicles per day on S. Sunset in this area. This traffic was split roughly equally between northbound and southbound directions of travel (3,409 northbound and 3,226 southbound).

The third data set was from a count conducted on S. Sunset near the intersection with Jaffa St. This count indicated an approximately ADT of 5,365 vehicles per day on S. Sunset in this area. This traffic was split roughly equally between northbound and southbound directions of travel (2,690 northbound and 2,675 southbound).

Speed Study Results

A study was conducted to examine and document vehicle speed on S. Sunset between McGaffey & Brasher. City Special Electronics placed radar speed detection units to measure speed from April 27th, 2025 to May 2nd, 2025. There was a total of 40,043 vehicles whose speed was detected during this study period. Of these, 79.74% were exceeding the speed limit of 35 MPH. The average speed was approximately 40 MPH and the 85th percentile speed was determined to be 46 MPH. This indicates that the normal traffic flow speed is approximately 46 MPH, or 11 MPH over the posted speed limit.

Traffic Speed Data S. Sunset

SPECIAL ELECTRONICS

Survey Summary

Survey Description		
Survey Location	NB SUNSET	
Survey GPS Coordinates	+33.37396,-104.54105	
Survey Dates	**Start**	**Stop**
	Sunday, 4/27/2025 3:59 PM	Friday, 5/2/2025 9:22 AM
Posted Speed Limit	35 mph	
Traffic Zone	Normal	

Survey Result			
Total Vehicle Count		40043	
Traffic Direction	**Closing North**	**Away South**	**Combined**
Vehicle Count	21654	18389	40043
Posted Speed Limit		35 mph	
Vehicles Under the Speed Limit Count	4398	3716	8114
Vehicles Under the Speed Limit Percentage	20.31%	20.21%	20.26%
Vehicles Over the Speed Limit Count	17256	14673	31929
Vehicles Over the Speed Limit Percentage	79.69%	79.79%	79.74%
Excessive Speed Threshold		35 mph	
Vehicles Over the Excessive Speed Count	18360	15648	34008
Vehicles Over the Excessive Speed Percentage	84.79%	85.09%	84.93%
Average Violation Speed	42.03 mph	42.15 mph	42.09 mph
Speed Profile			
Average Speed	40.01 mph	40.01 mph	40.01 mph
Minimum Speed	10 mph	6 mph	6 mph
Maximum Speed	79 mph	83 mph	83 mph
Standard Deviation	6 mph	6 mph	6 mph
85 % Percentile Speed - Free Flow	45 mph	46 mph	46 mph
10 mph Pace - Free Flow	35-44 mph	36-45 mph	36-45 mph
In Pace Count - Free Flow	5722	5369	11091

SPECIAL ELECTRONICS

Survey Description

Survey Location	NB SUNSET	
Survey GPS Coordinates	+33.37396,-104.54105	
Survey Dates	**Start**	**Stop**
	Sunday, 4/27/2025 3:59 PM	Friday, 5/2/2025 9:22 AM
Posted Speed Limit	35 mph	
Traffic Zone	Normal	

Speed - Volume Matrix

Date Range: 2025-04-27 - 2025-05-02

Direction: Both

Date Span	Total	6-10	11-15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-60	61-65	66-70	71-75	76-80	81-85	86+
00:00 - 00:59	220				1	2	41	107	42	11	7	4	2	1		2		
01:00 - 01:59	155	4			3	2	37	58	29	17	3		1			1		
02:00 - 02:59	128				1	6	22	46	34	11	4	1	1		1	1		
03:00 - 03:59	199				1	2	38	60	58	25	5	6	3	1				
04:00 - 04:59	445	2	1	2	2	4	63	164	115	57	21	9	4			1		
05:00 - 05:59	878			2	6	15	124	361	240	92	24	11	2		1			
06:00 - 06:59	1474			1	4	29	168	506	441	235	63	20	6	1				
07:00 - 07:59	3871		8	13	54	127	472	1194	1221	560	161	48	9	2	1	1		
08:00 - 08:59	2886		2	13	45	109	435	973	815	341	94	47	9	3				
09:00 - 09:59	1785	1	6	12	28	63	329	615	464	189	63	13	2					
10:00 - 10:59	1588		5	9	38	67	257	591	377	180	48	13	3					
11:00 - 11:59	1861	3	6	15	28	79	329	605	508	216	58	12	2					
12:00 - 12:59	2060		1	6	20	54	312	722	591	253	80	17	2	2				
13:00 - 13:59	2134		3	6	22	87	377	741	581	221	75	14	4	2	1			
14:00 - 14:59	2378		3	2	21	66	376	852	648	288	85	25	8	2	1	1		
15:00 - 15:59	2747		7	7	37	100	442	1001	762	291	79	15	5		1			
16:00 - 16:59	3003		2	9	30	99	383	1025	949	363	108	24	6	2	1	1	1	
17:00 - 17:59	3332		2	3	27	68	351	1113	1124	456	139	37	7	4	1			
18:00 - 18:59	2627		4	9	24	65	301	860	854	374	92	33	5	2	3		1	
19:00 - 19:59	2180	2	1	3	26	63	370	817	575	246	55	16	4	2				
20:00 - 20:59	1733			3	18	63	441	685	382	105	26	4	3	2	1			
21:00 - 21:59	1245				6	52	280	539	268	78	14	8						
22:00 - 22:59	696		1	1	9	26	165	273	156	39	20	4	1		1			
23:00 - 23:59	418		1	3	1	18	99	158	97	29	8		1	1		1	1	

TECHNICAL MEMORANDUM

DATE: July 15, 2025

TO: James McCornack
Senior Engineer
City of Roswell

FROM: Willie E. Roman, P.E., PTOE



RE: Sunset Ave Traffic Analysis - Roswell, NM

INTRODUCTION

This report documents an all-way stop control warrant study, capacity analysis, and crash analysis of Sunset Ave in Roswell, New Mexico. The City requested that Lee Engineering evaluate traffic operations on the following intersections:

- Sunset Ave & Hobbs St
- Sunset Ave & Poe St
- Sunset Ave & Brasher St

Data collection includes existing roadway condition, current traffic counts, vehicle travel speeds, and pedestrian volumes. This study aims to evaluate traffic operations and pedestrian usage along the study area. This report documents project proceedings and findings.

ROADWAY CHARACTERISTICS AND EXISTING CONDITIONS

Sunset Ave is a four-lane undivided minor arterial running north to south, the study area focus is between Brasher Rd and Hobbs St with a posted speed limit of 35 MPH. Figure 1 shows the location of the project area and data collection, Figure 2 shows the existing volumes. This segment of road provides access to residential and institutional land uses.

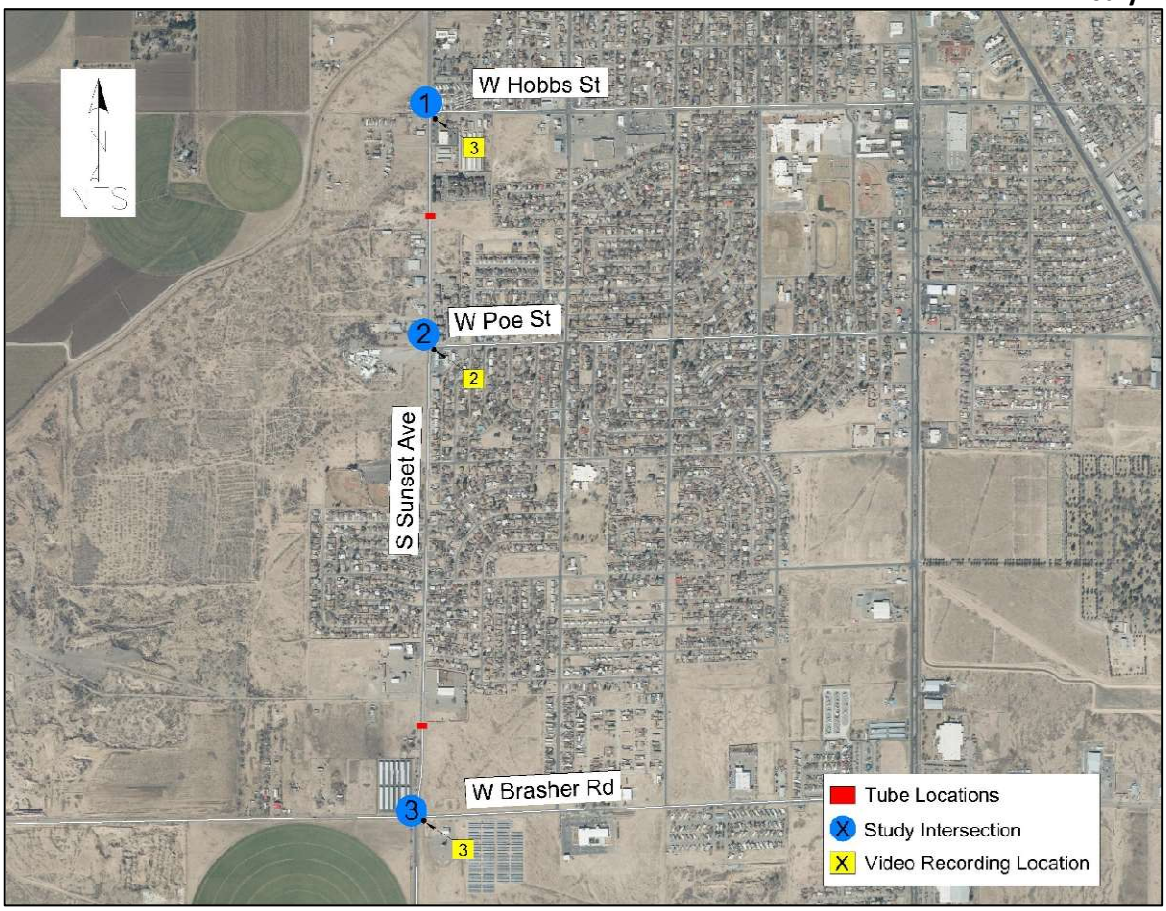


Figure 1: Study Area and Traffic Counter Locations

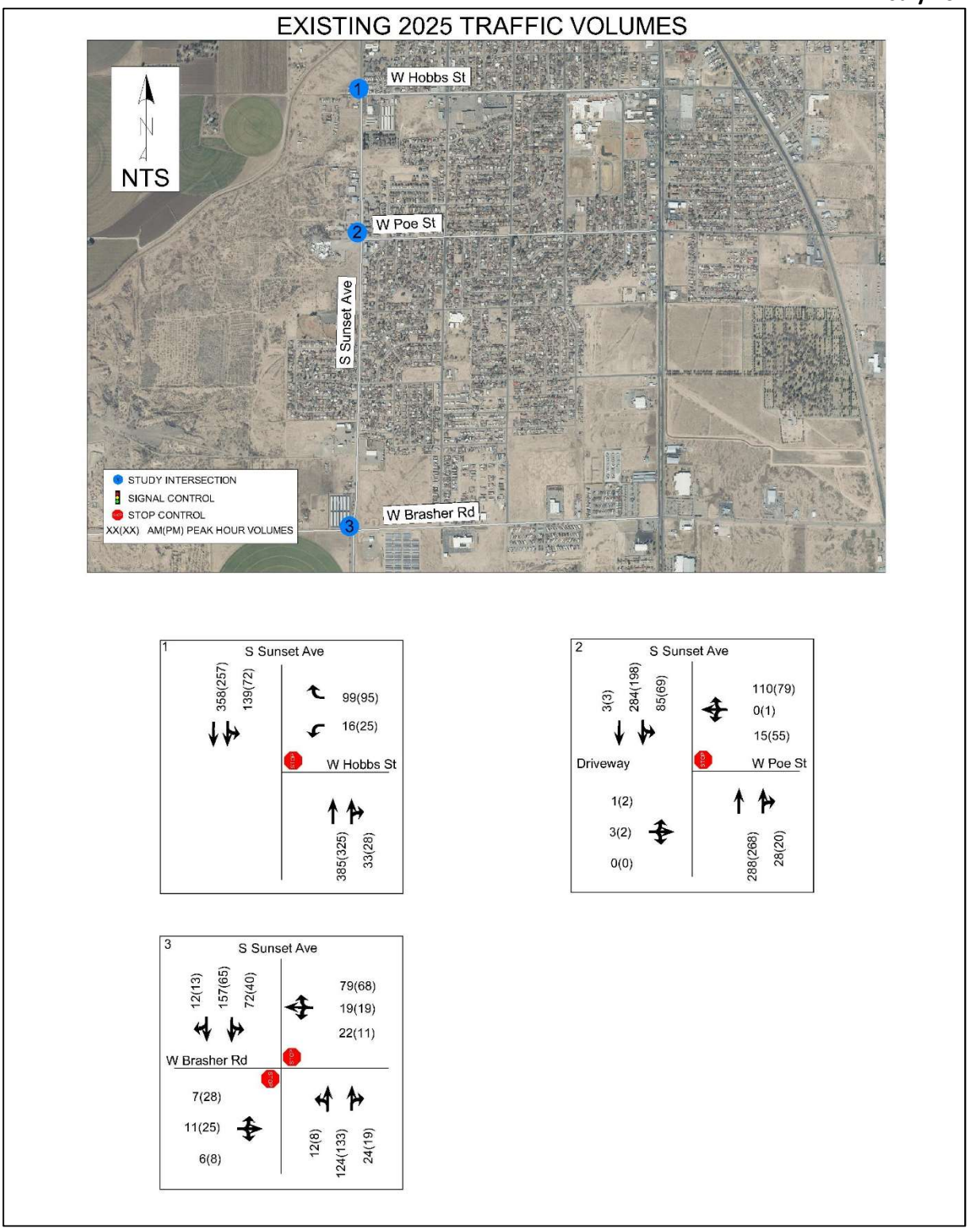


Figure 2: Existing Volumes 2025

CRASH SUMMARY

Crash data was obtained for the study area from the NMDOT database agency for the most recently available years of data. This included the years 2018 to 2022. Crashes were then summarized by year, type, severity, and cause. To compare and summarize trends, crashes were grouped by study intersection. The crash summary is shown below in Table 1.

Table 1: Crash Summary

Crash Summary		Sunset Ave & Hobbs St	Sunset Ave & Poe St	Sunset Ave & Brasher Rd
	Total Crashes	13	11	10
By Year	2018	3	2	1
	2019	3	1	2
	2020	0	2	3
	2021	5	2	4
	2022	2	4	0
CONTRIBUTING FACTORS	Avoid No Contact Vehicle		1	
	Driver Inattention	4	1	1
	Excessive Speed	1	1	
	Failed To Yield Right Of Way	2	3	3
	Following Too Closely	1	1	
	Improper Overtaking	2		
	Made Improper Turn	1		1
	None	1	2	5
	Other, No Driver Error		1	
	Speed Too Fast For Conditions	1		
	Under The Influence Of Drugs or Medication		1	
SEVERITY	Visible Injury (B)	5	4	3
	Property Damage Only (O)	8	7	7
LIGHTING CONDITION	Daylight	11	7	8
	Dark-Lighted	0	3	2
	Dark-Not Lighted	2	1	0
CRASH TYPE	Fixed Object	3	2	0
	Left Blank	0	0	1
	Other Vehicle - From Same Direction/One Left Turn	1	0	0
	Other Vehicle - From Same Direction/Sideswipe Collision	1	0	0
	Other Vehicle - From Same Direction/Both Going Straight	3	2	1
	Other Vehicle - One Left Turn/Entering At Angle	1	1	1
	Other Vehicle - One Right Turn/Entering At Angle	0	1	0
	Other Vehicle - One Vehicle/Backing From Driveway Access	1	0	0
	Other Vehicle - Both Going Straight/Entering At Angle	0	3	1
	Other Vehicle - From Opposite Direction/Both Going Straight	1	0	1
	Other Vehicle - From Opposite Direction/One Left Turn	1	0	0
	Other Vehicle - From Opposite Direction/Sideswipe Collision	0	0	1
	Other Vehicle - From Opposite Direction	0	2	4
	Pedestrian	1	0	0

From the above table, the following observations were made for the study intersections:

- Sunset Ave & Hobbs St
  - From 2018 to 2022, 13 crashes were reported.
  - The most common contributing factor for vehicle crashes was driver inattention.
  - Most of the vehicle crashes were reported as property damage only, and there were no fatal injured (killed) crashes.
  - The most common lighting condition was daylight.
  - Based on the crash type, most of the vehicle crashes were from same direction/both going straight and fixed object.

- Sunset Ave & Poe St
    - From 2018 to 2022, 11 crashes were reported.
    - The most common contributing factor for vehicle crashes was failed to yield right of way.
    - Most of the vehicle crashes were reported as property damage only, and there were no fatal injured (killed) crashes.
    - The most common lighting condition was daylight.
    - Based on the crash type, most of the vehicle crashes were from both going straight/entering at angle.

- Sunset Ave & Poe St
    - From 2018 to 2022, 10 crashes were reported.
    - The most common contributing factor for vehicle crashes was failed to yield right of way.
    - Most of the vehicle crashes were reported as property damage only, and there were no fatal injured (killed) crashes.
    - The most common lighting condition was daylight.
    - Based on the crash type, most of the vehicle crashes were from opposite direction.

SIGHT DISTANCE

The following presents a narrative detailing the development's recommended intersection sight distance requirements. Intersection sight distance requirements were calculated using the 2018 AASHTO "Green Book" chapter 9.5. Three sight distance cases were used for this analysis:

- Case B1 – A stopped vehicle turning left from a minor street approach onto a major road
- Case B2 – A stopped vehicle turning right from a minor street approach onto a major road
- Case F – Left turns from the major road into a minor road

Intersection sight distances were calculated based on the following assumptions:

- The required intersection sight distance for Case B1 was calculated based on the design vehicle turning left across the intersection
- The required intersection sight distance for Case B2 was calculated based on the design vehicle crossing into the nearest traffic lane
- The required intersection sight distance for Case F at the intersection was calculated based on the design vehicle turning left from the major road into the minor road

A passenger vehicle was used as the design vehicle. The required sight distance values for S Sunset Ave & W Hobbs St, S Sunset Ave & W Poe St and S Sunset Ave & W Brasher Rd are provided in Table 2, Table 3, and Table 4 respectively, which are rounded up to the nearest 5-foot increment. The formulas, values, and calculations used in the sight distance analysis are in Appendix D.

Table 2: Required and Available Sight Distance Values for S Sunset Ave/W Hobbs St

Vehicles Exiting W Hobbs St onto S Sunset Ave (Passenger Car)					
Making a Left (Case B1)				Making a Right (Case B2)	
Required Sight Distance to the Right (ft)	Approximate Available Sight Distance to the Right (ft)	Required Sight Distance to the Left (ft)	Approximate Available Sight Distance to the Left (ft)	Required Sight Distance to the Left (ft)	Approximate Available Sight Distance to the Left (ft)
415	550	415	840	335	840
Sight Distance Available > Required					
To the Right		To the Left		To the Left	
Yes		Yes		Yes	

Vehicles Entering W Hobbs St from S Sunset Ave (Passenger Car)	
Making a Left (Case F)	
Required Sight Distance to Opposing Traffic (ft)	Approximate Available Sight Distance to Opposing Traffic (ft)
310	Approximately 2900
Sight Distance Available > Required	
To Opposing Traffic	
Yes	

Table 3: Required and Available Sight Distance Values for S Sunset Ave/W Poe St

Vehicles Exiting W Poe St onto S Sunset Ave (Passenger Car)					
Making a Left (Case B1)				Making a Right (Case B2)	
Required Sight Distance to the Right (ft)	Approximate Available Sight Distance to the Right (ft)	Required Sight Distance to the Left (ft)	Approximate Available Sight Distance to the Left (ft)	Required Sight Distance to the Left (ft)	Approximate Available Sight Distance to the Left (ft)
415	1940	415	1140	335	1140
Sight Distance Available > Required					
To the Right		To the Left		To the Left	
Yes		Yes		Yes	

Vehicles Entering W Poe St from S Sunset Ave (Passenger Car)	
Making a Left (Case F)	
Required Sight Distance to Opposing Traffic (ft)	Approximate Available Sight Distance to Opposing Traffic (ft)
310	Approximately 2830
Sight Distance Available > Required	
To Opposing Traffic	
Yes	

Table 4: Required and Available Sight Distance Values for S Sunset Ave/W Brasher Rd

Vehicles Exiting W Brasher Rd onto S Sunset Ave (Passenger Car)					
Making a Left (Case B1)				Making a Right (Case B2)	
Required Sight Distance to the Right (ft)	Approximate Available Sight Distance to the Right (ft)	Required Sight Distance to the Left (ft)	Approximate Available Sight Distance to the Left (ft)	Required Sight Distance to the Left (ft)	Approximate Available Sight Distance to the Left (ft)
415	1820	415	4000	335	4000
Sight Distance Available > Required					
To the Right		To the Left		To the Left	
Yes		Yes		Yes	

Vehicles Entering W Brasher Rd from S Sunset Ave (Passenger Car)	
Making a Left (Case F)	
Required Sight Distance to Opposing Traffic (ft)	Approximate Available Sight Distance to Opposing Traffic (ft)
310	Approximately 2920
Sight Distance Available > Required	
To Opposing Traffic	
Yes	

Based on the conditions that existed in the field at the time of the site visit, the estimated available sight distance appears to exceed the required intersection sight distances at the study intersections.

ALL-WAY STOP CONTROL WARRANT

The intersections were evaluated to determine if a multi-way stop would be appropriate in lieu of a two-way stop control. The MUTCD contains four multi-way stop conditions outlining specific criteria to justify a multi-way stop at an intersection. The criteria considered to warrant a multi-way stop are:

A. *Crash Experience*
   - *For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.*
   - *For a three-leg intersection, there are four or more reported crashes in a 12-month period or five or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.*

B. *Sight Distance*
   - *All-way stop control may be installed at an intersection where an engineering study indicates that sight distance on the minor-road approaches controlled by a STOP sign is not adequate for a vehicle to turn onto or cross the major (uncontrolled) road.*

C. *Transition to Signal Control or Transition to Yield Control at a Circular Intersection*
   - *All-way stop control may be installed at locations where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal at the intersection or for the installation of yield control at a circular intersection.*

D. *8-Hour Volume*
   - *The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major street approaches is at least 300 units per hour for each of any 8 hours of a typical day.*
   - *The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor street approaches is at least 200 units per hour for each of any of the same 8 hours.*

E. *Other Factors*
   - *The need to control left-turn conflicts.*
   - *An intersection of two residential neighborhood collectors (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.*
   - *Where pedestrian and/or bicyclist movements support the installation of all-way stop control.*

Each criterion is evaluated at the study intersections under current conditions of a single lane for the northbound and southbound westbound approaches, one through lane, and one left-turn lane for the east- and westbound approach.

Criterion A

Crashes subject to correction from an all-way stop installation include crashes occurring during right and left turns and right-angle crashes. Using the same crash data from Table 1 it was determined that:

- For Sunset Ave and Hobbs St, **Criteria A is NOT SATISFIED** because the intersection did not experience four or more crashes in 12 months or five or more crashes in 36 months that may be correctable by installing an all-way stop.
- For Sunset Ave and Poe St, **Criteria A is SATISFIED** because the intersection experienced five or more crashes in 36 months that may be correctable by installing an all-way stop.
- For Sunset Ave and Brasher Rd, **Criteria A is NOT SATISFIED** because the intersection did not experience five or more crashes in 12 months or six or more crashes in 36 months that may be correctable by installing an all-way stop.

Criterion B

- For Sunset Ave and Hobbs St, **Criteria B is NOT SATISFIED** because the estimated available sight distance appears to exceed the required intersection sight distance.
- For Sunset Ave and Poe St, **Criteria B is NOT SATISFIED** because the estimated available sight distance appears to exceed the required intersection sight distance.
- For Sunset Ave and Brasher Rd, **Criteria B is NOT SATISFIED** because the estimated available sight distance appears to exceed the required intersection sight distance.

Criterion C

A Traffic Control Signal was not warranted at this intersection; thus, **Criterion C DOES NOT apply.**

Criterion D

Data Collection

13-hour intersection turning movement counts were collected on Wednesday, May 21, 2025, using portable video recording equipment between 6:00 AM and 7:00 PM. Table 5 summarizes the hourly vehicle volume at all study intersections.

Table 5: Total Volumes

Time	Intersection Volume (Veh/hr)		
	Intersections		
	S Sunset Ave & W Hobbs St	S Sunset Ave & W Poe St	S Sunset Ave & W Brasher St
6:00 AM	335	267	277
7:00 AM	867	726	473
8:00 AM	651	496	355
9:00 AM	460	352	277
10:00 AM	499	372	278
11:00 AM	542	433	317
12:00 PM	669	519	375
1:00 PM	706	550	371
2:00 PM	633	507	365
3:00 PM	744	605	435
4:00 PM	772	606	402
5:00 PM	791	698	416
6:00 PM	726	586	345

Existing Conditions

When analyzing the existing intersection configuration, 100% of the vehicular volumes were used as well as the combined vehicular, pedestrian, and bicycle volumes for the warrant analysis criteria. The relevant threshold values are 300 vehicles per hour (vph) on the major street and 200 vph on the minor street. Figure 3 through Figure 5 below summarize 13 hours of intersection approach volume data collected.

Figure 3: Sunset Ave and Hobbs St Criteria D Summary

Sunset Ave & Hobbs St

M. U. T. C. D. MULTIWAY STOP - Criterion D
Minimum Volume and Average Delay

Required Average Volume on Major Street	300	**Criteria D Not Met**
Required Average Volume on Minor Street	200	
Observed Average 8-hour Volume on Major Street	635	
Observed Average 8-hour Volume on Minor Street	106	

CRITERION D:	**NOT SATISFIED**

RANKING BY MAJOR STREET HOURLY VOLUMES

HOURLY VOLUME				AVERAGE OF EIGHT HOURLY VOLUMES			
RANK	BEGIN TIME	MAJOR STREET	MINOR STREET	RANKED HOURS	MAJOR STREET	MINOR STREET	CRITERIA MET?
1	7:00 AM	780	87	1 to 8	635	106	No
2	5:00 PM	687	104	2 to 9	604	108	No
3	4:00 PM	651	121	3 to 10	577	104	No
4	3:00 PM	641	103	4 to 11	546	100	No
5	6:00 PM	611	115	5 to 12	514	97	No
6	NOON	578	91	6 to 13	474	88	No
7	8:00 AM	571	80	7 to 14	402	77	No
8	1:00 PM	562	144	8 to 15	330	67	No
9	2:00 PM	530	103	9 to 16	260	49	No
10	11:00 AM	470	72	10 to 17	194	36	No
11	10:00 AM	406	93	11 to 18	135	27	No
12	9:00 AM	384	76	12 to 19	84	15	No
13	6:00 AM	291	44	13 to 20	36	6	No
14	1:00 AM	0	0	14 to 21	0	0	No
15	2:00 AM	0	0	15 to 22	0	0	No
16	3:00 AM	0	0	16 to 23	0	0	No
17	4:00 AM	0	0	17 to 24	0	0	No
18	5:00 AM	0	0				
19	7:00 PM	0	0				
20	8:00 PM	0	0				
21	9:00 PM	0	0				
22	10:00 PM	0	0				
23	11:00 PM	0	0				
24	MIDNITE	0	0				

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but

3. If the 85th-percentile approach speed of the major-street vehicular traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70% of the above values.

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Figure 4: Sunset Ave and Poe St Criteria D Summary

Sunset Ave & Poe St

M. U. T. C. D. MULTIWAY STOP - Criterion C
Minimum Volume and Average Delay

Required Average Volume on Major Street	300	**Criteria D Not Met**
Required Average Volume on Minor Street	200	
Observed Average 8-hour Volume on Major Street	492	
Observed Average 8-hour Volume on Minor Street	106	

CRITERION D:	**NOT SATISFIED**

RANKING BY MAJOR STREET HOURLY VOLUMES

HOURLY VOLUME			
RANK	BEGIN TIME	MAJOR STREET	MINOR STREET
1	7:00 AM	607	119
2	5:00 PM	558	140
3	3:00 PM	502	103
4	4:00 PM	502	104
5	6:00 PM	485	101
6	1:00 PM	454	96
7	NOON	420	99
8	8:00 AM	411	85
9	2:00 PM	408	99
10	11:00 AM	367	66
11	10:00 AM	308	64
12	9:00 AM	298	54
13	6:00 AM	241	26
14	1:00 AM	0	0
15	2:00 AM	0	0
16	3:00 AM	0	0
17	4:00 AM	0	0
18	5:00 AM	0	0
19	7:00 PM	0	0
20	8:00 PM	0	0
21	9:00 PM	0	0
22	10:00 PM	0	0
23	11:00 PM	0	0
24	MIDNITE	0	0

AVERAGE OF EIGHT HOURLY VOLUMES			
RANKED HOURS	MAJOR STREET	MINOR STREET	CRITERIA MET?
1 to 8	492	106	No
2 to 9	468	103	No
3 to 10	444	94	No
4 to 11	419	89	No
5 to 12	394	83	No
6 to 13	363	74	No
7 to 14	307	62	No
8 to 15	254	49	No
9 to 16	203	39	No
10 to 17	152	26	No
11 to 18	106	18	No
12 to 19	67	10	No
13 to 20	30	3	No
14 to 21	0	0	No
15 to 22	0	0	No
16 to 23	0	0	No
17 to 24	0	0	No

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but

3. If the 85th-percentile approach speed of the major-street vehicular traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70% of the above values.

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Figure 5: Sunset Ave and Brasher Rd Criteria D Summary

Sunset Ave & Brasher Rd

M. U. T. C. D. MULTIWAY STOP - Criterion D
Minimum Volume and Average Delay

Required Average Volume on Major Street	300	**Criteria D Not Met**
Required Average Volume on Minor Street	200	
Observed Average 8-hour Volume on Major Street	284	
Observed Average 8-hour Volume on Minor Street	114	

CRITERION D:	**NOT SATISFIED**

RANKING BY MAJOR STREET HOURLY VOLUMES

HOURLY VOLUME			
RANK	BEGIN TIME	MAJOR STREET	MINOR STREET
1	7:00 AM	365	108
2	5:00 PM	318	98
3	3:00 PM	277	158
4	4:00 PM	274	128
5	6:00 PM	269	76
6	NOON	262	113
7	1:00 PM	256	115
8	2:00 PM	248	117
9	8:00 AM	230	125
10	6:00 AM	215	62
11	11:00 AM	214	103
12	9:00 AM	184	93
13	10:00 AM	179	99
14	1:00 AM	0	0
15	2:00 AM	0	0
16	3:00 AM	0	0
17	4:00 AM	0	0
18	5:00 AM	0	0
19	7:00 PM	0	0
20	8:00 PM	0	0
21	9:00 PM	0	0
22	10:00 PM	0	0
23	11:00 PM	0	0
24	MIDNITE	0	0

AVERAGE OF EIGHT HOURLY VOLUMES			
RANKED HOURS	MAJOR STREET	MINOR STREET	CRITERIA MET?
1 to 8	284	114	No
2 to 9	267	116	No
3 to 10	254	112	No
4 to 11	246	105	No
5 to 12	235	101	No
6 to 13	224	103	No
7 to 14	191	89	No
8 to 15	159	75	No
9 to 16	128	60	No
10 to 17	99	45	No
11 to 18	72	37	No
12 to 19	45	24	No
13 to 20	22	12	No
14 to 21	0	0	No
15 to 22	0	0	No
16 to 23	0	0	No
17 to 24	0	0	No

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day, and
2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour, but
3. If the 85th-percentile approach speed of the major-street vehicular traffic exceeds 65 km/h or exceeds 40 mph, the minimum vehicular volume warrants are 70% of the above values.

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- For Sunset Ave and Hobbs St, **Criteria D is <u>NOT SATISFIED</u>** for vehicle volumes entering the intersection.
- For Sunset Ave and Poe St, **Criteria D is <u>NOT SATISFIED</u>** for vehicle volumes entering the intersection.
- For Sunset Ave and Brasher Rd, **Criteria D is <u>NOT SATISFIED</u>** for vehicle volumes entering the intersection.

LOS, CAPACITY, AND QUEUEING ANALYSIS

Per the HCM, LOS is presented as a letter grade (A through F) based on the calculated average delay for an intersection or movement. Delay is calculated as a function of several variables, including signal phasing operations, cycle length, traffic volumes, and opposing traffic volumes, but it is a measurement of the average wait time a driver can expect when moving through an intersection. Factors such as total cycle time (for all movements), queueing restrictions, and vehicle volumes can affect measurements of delay, especially for lower-volume movements and side streets. Generally, these factors are only realized when delays reach or exceed LOS E thresholds. In such cases, a narrative is offered in subsequent sections specific to the individual movement in question.

Table 6 below, reproduced from the HCM, show delay thresholds and the associated Level of service assigned to delay ranges for stop-controlled intersections, respectively. Generally, a LOS of D or better is considered an acceptable level of service.

Table 6: LOS Criteria for Unsignalized Intersections

Level of service	Average Control Delay (sec/vehicle)
A	≤10
B	>10 – 15
C	>15 – 25
D	>25 – 35
E	>35 – 50
F	>50

Queueing is reported in vehicles for all intersections. Queues are reported for queue measurements falling within the 95th percentile. It should be noted that 95th percentile queues are statistically expected to occur during only 5% of the peak hour's sign cycles. It is also noted that unreported average queueing at an intersection would statistically be much shorter than 95th-percentile queueing.

The volume-to-capacity (V/C) ratio is a performance measure that shows the ratio of traffic volume to the lane group capacity. A V/C ratio greater than 1.00 indicates that demand creates a residual queue for the analysis period.

For the purposes of this analysis, acceptable levels of service (LOS) are defined to be a LOS D or better. Based on procedures outlined in the HCM, intersection delay and level of service for stop-controlled intersections are reported as the delay and level of service for the worst-case movement at each intersection. For all other control types, they are taken for the whole intersection. Detailed output sheets can be found in Appendix A.

Existing Year 2025 Conditions

Table 7 summarizes the intersection delay, level of service, and queueing under Existing Year 2025 conditions. The following conclusions are made from the Existing Conditions analysis shown in Figure 2:

Delay and LOS Results

At all intersections where LOS results are present, all movements operate at acceptable LOS during the AM and PM peak hours.

Queuing Results

At all intersections where queue length results are present, existing storage lengths are sufficient to accommodate 95th percentile queue lengths.

Table 7: HCS Results for Existing 2025 Year Conditions

Sunset Ave & Hobbs St (Unsignalized)															
AM Peak	Movement	95% Queue Length (veh)	V/C	Delay (s/veh)	LOS	Intersection Delay	Intersection LOS	PM Peak	Movement	95% Queue Length (veh)	V/C	Delay (s/veh)	LOS	Intersection Delay	Intersection LOS
	WBL	0.4	0.13	30.9	D	---	---		WBL	0.2	0.07	15.1	C	---	---
	WBR	0.6	0.18	11.0	B				WBR	0.4	0.12	9.9	A		
	SBL	0.6	0.18	9.3	A				SBL	0.2	0.06	8.2	A		
Sunset Ave & Poe St (Unsignalized)															
AM Peak	Movement	95% Queue Length (veh)	V/C	Delay (s/veh)	LOS	Intersection Delay	Intersection LOS	PM Peak	Movement	95% Queue Length (veh)	V/C	Delay (s/veh)	LOS	Intersection Delay	Intersection LOS
	WBT	1.1	0.27	12.7	B	---	---		WBT	0.8	0.22	12.4	B	---	---
	SBL	0.3	0.10	8.6	A				SBL	0.2	0.06	8.0	A		
Sunset Ave & Brasher Rd (Unsignalized)															
AM Peak	Movement	95% Queue Length (veh)	V/C	Delay (s/veh)	LOS	Intersection Delay	Intersection LOS	PM Peak	Movement	95% Queue Length (veh)	V/C	Delay (s/veh)	LOS	Intersection Delay	Intersection LOS
	EBT	0.3	0.09	15.6	C	---	---		EBT	0.4	0.12	12.1	B	---	---
	WBT	1.2	0.29	13.7	B				WBT	0.5	0.14	10.4	B		
	NBL	0.0	0.01	7.8	A				NBL	0.0	0.01	7.4	A		
	SBL	0.2	0.08	7.9	A				SBL	0.1	0.03	7.7	A		

FINDINGS AND CONCLUSIONS

Based on the analysis, the following conclusion can be made:

- Sunset Ave & Hobbs St
  - Capacity issues were not observed for this intersection under Existing 2025 Conditions, all the approaches presented were acceptable LOS D or better. Queuing issues were not observed for any movements during the AM and PM peak hours.
- Sunset Ave & Poe St
  - Capacity issues were not observed for this intersection under Existing 2025 Conditions, all the approaches presented were acceptable LOS D or better. Queuing issues were not observed for any movements during the AM and PM peak hours.
- Sunset Ave & Brasher Rd
  - Capacity issues were not observed for this intersection under Existing 2025 Conditions, all the approaches presented were acceptable LOS D or better. Queuing issues were not observed for any movements during the AM and PM peak hours.

<u>Crash Summary</u>

- Sunset Ave & Hobbs St

  From 2018 to 2022, 13 crashes were reported. The most common contributing factor for vehicle crashes was driver inattention. Most of the vehicle crashes were reported as property damage only, and there were no fatal injured (killed) crashes. The most common lighting condition was daylight. Based on the crash type, most of the vehicle crashes were from same direction/both going straight and fixed object.

- Sunset Ave & Poe St

  From 2018 to 2022, 11 crashes were reported. The most common contributing factor for vehicle crashes was failed to yield right of way. Most of the vehicle crashes were reported as property damage only, and there were no fatal injured (killed) crashes. The most common lighting condition was daylight. Based on the crash type, most of the vehicle crashes were from both going straight/entering at angle.

- Sunset Ave & Poe St

  From 2018 to 2022, 10 crashes were reported. The most common contributing factor for vehicle crashes was failed to yield right of way. Most of the vehicle crashes were reported as property damage only, and there were no fatal injured (killed) crashes. The most common lighting condition was daylight. Based on the crash type, most of the vehicle crashes were from opposite direction.

All-Way Stop Control Warrant

- Sunset Ave & Hobbs St
  None of the criteria required for an all-way stop control were satisfied for this intersection. Therefore, an all-way stop is **NOT WARRANTED.**

- Sunset Ave & Poe St
  Criteria A (Crash Summary) was satisfied for this intersection. Therefore, an all-way stop is **WARRANTED.**

- Sunset Ave & Poe St
  None of the criteria required for an all-way stop control were satisfied for this intersection. Therefore, an all-way stop is **NOT WARRANTED.**

3 Year Crash Hitory Summary Sunset & Poe

June 2022 - June 2025

Note: Warrant Per MUTCD: 5 correctable crashes in any 12 month period

Crash Record #	Date	Cause	Injury Crash?	Time of Day	Correctable w/ All Stop?	Notes
4638	6/19/2022	Driver Inattention	No	16:57	No	Lane Change
6301	8/20/2022	Nightime/Pedestrian in Roadway	Yes	21:44	No	Pedestrian
3374	5/17/2023	Driver Inattention	Yes	15:16	No	Rear End Crash
6643	9/11/2023	Rear End-Speeding	Yes	17:54	No	Rear End Crash
7940	10/27/2023	Failure to Yield	No	6:33	Yes	Right Angle Crash
5944	8/19/2024	Rear End-Speeding	No	20:05	No	Rear End Crash
7572	10/21/2024	Failure to Yield	No	14:15	Yes	Right Angle Crash

HSIS
Highway Safety Information System

SUMMARY REPORT

Evaluation of Lane Reduction "Road Diet" Measures on Crashes

This Highway Safety Information System (HSIS) summary replaces an earlier one, Evaluation of Lane Reduction "Road Diet" Measures and Their Effects on Crashes and Injuries *(FHWA-HRT-04-082), describing an evaluation of "road diet" treatments in Washington and California cities. This summary reexamines those data using more advanced study techniques and adds an analysis of road diet sites in smaller urban communities in Iowa.*

A *road diet* involves narrowing or eliminating travel lanes on a roadway to make more room for pedestrians and bicyclists.(1) While there can be more than four travel lanes before treatment, road diets are often conversions of four-lane, undivided roads into three lanes—two through lanes plus a center turn lane (see figure 1 and figure 2). The fourth lane may be converted to a bicycle lane, sidewalk, and/or on-street parking. In other words, the existing cross section is reallocated. This was the case with the two sets of treatments in the current study. Both involved conversions of four lanes to three at almost all sites.

Road diets can offer benefits to both drivers and pedestrians. On a four-lane street, speeds can vary between lanes, and drivers must slow or change lanes due to slower vehicles (e.g., vehicles stopped in the left lane waiting to make a left turn). In contrast, on streets with two through lanes plus a center turn lane, drivers' speeds are limited by the speed of the lead vehicle in the through lanes, and through vehicles are separated from left-turning vehicles. Thus, road diets may reduce vehicle speeds and vehicle interactions, which could potentially reduce the number and severity of vehicle-to-vehicle crashes. Road diets can also help pedestrians by creating fewer lanes of traffic to cross and by reducing vehicle speeds. A 2001 study found a reduction in pedestrian crash risk when crossing two- and three-lane roads compared to roads with four or more lanes.(2)

Under most annual average daily traffic (AADT) conditions tested, road diets appeared to have minimal effects on vehicle capacity because left-turning vehicles were moved into a common two-way left-turn lane (TWLTL).(3,4) However, for road diets with AADTs above approximately 20,000 vehicles, there is an increased likelihood that traffic congestion will increase to the point of diverting traffic to alternative routes.

While potential crash-related benefits are cited by road diet advocates, there has been limited research concerning such benefits. Two prior studies were conducted using data from different urbanized areas. The first, conducted by HSIS researchers, used data from treatment sites in eight cities in California and Washington.(5) The second study analyzed data from treatment sites in relatively small towns in Iowa.(6) While the nature of the treatment was the same in both studies (four lanes reduced to three), the settings, analysis methodologies, and results of the studies differed. Using a comparison of treated and matched comparison sites before and after treatment and the development of negative binomial regression models, the earlier HSIS study found a 6 percent reduction in crash frequency per mile and no significant change in crash rates at the California and Washington sites. Using a long-term (23-year) crash history for treated and reference sites and the development of a hierarchical Poisson model in a Bayesian approach, the later Iowa study

The Highway Safety Information System (HSIS) is a multi-State safety database that contains crash, roadway inventory, and traffic volume data for a select group of States. The participating States—California, Illinois, Maine, Michigan, Minnesota, North Carolina, Ohio, Utah, and Washington—were selected based on the quality of their data, the range of data available, and their ability to merge the data from the various files. The HSIS is used by FHWA staff, contractors, university researchers, and others to study current highway safety issues, direct research efforts, and evaluate the effectiveness of accident countermeasures.

U.S. Department of Transportation
Federal Highway Administration

Research, Development, and Technology
Turner-Fairbank Highway Research Center
6300 Georgetown Pike • McLean, VA 22101-2296

Figure 1. Photo. Four-lane configuration before road diet.



Source: Pedestrian Bike Information Center, "Road Diets" training module, 2009.

Figure 2. Photo. Three-lane configuration after road diet.



Source: Pedestrian Bike Information Center, "Road Diets" training module, 2009.

found a 25.2 percent reduction in crash frequency per mile and an 18.8 percent reduction in crash rate. Because of these differences, researchers from the National Cooperative Highway Research Program (NCHRP) 17-25 project team obtained and reanalyzed both data sets using a common methodology.[7] This summary documents the results of that reanalysis.

Methodology

Research Design

The basic objective of this reanalysis effort was to estimate the change in total crashes resulting from the conversions in each of the two databases and to combine these estimates into a crash modification factor (CMF). To do this, the empirical Bayes (EB) methodology described by Hauer was used.[8] A prediction of what would have happened at the treatment sites in the after period without treatment is based on a weighted combination of the following two factors: (1) the frequency of crashes on the treated sites in the before period and (2) the crash-frequency predictions from regression models developed with data from similar untreated reference sites. The prediction of what would have happened without treatment is then compared to what actually happened with treatment to estimate the safety effect of the treatment. The methodology corrects for the regression bias, changes in traffic volume at the treatment sites, and other possible confounding factors as well as provides a method for combining results from different jurisdictions by accounting for differences in crash experience and reporting practice. Details of the methodology are in appendix C of *NCHRP Report 617*.[7]

Databases Used

The two databases used were obtained from the original study authors. Both databases provided data on site characteristics for treatment and comparison or reference sites and on crashes and AADT for both the before and after periods.

The HSIS study database contained data on treatment and comparison sites obtained from local traffic engineers in six cities in California—Mountain View, Oakland, Sacramento, San Francisco, San Leandro, and Sunnyvale—and two cities in Washington—Bellevue and Seattle.[5] The data included 30 treatment sites and 51 reference sites. The reference sites were matched by the local traffic engineer to be similar to the treatment sites in terms of functional class, type of development, speed limit, intersection spacing, and access control.

The Iowa database included data from the original study for 15 treatment and 15 reference sites from U.S. and State routes in small urban towns with an average population of 17,000.[6] These data were supplemented with additional information provided by the Iowa Department of Transportation for 281 similar reference sites.

As noted earlier, the road diet treatment was very similar at the sites in both databases. All 15 of the Iowa treatment sites involved conversion from four lanes to three lanes, with the third lane being a TWLTL. Bike lanes were installed in only one case, and parallel parking was retained for a section within one other site. In the HSIS database, most treatment sites involved the same conversion from four lanes to three lanes as at the Iowa sites. At one site, the after condition included a raised median and left-turn pockets at intersections rather than a TWLTL.

Table 1 provides descriptive characteristics for the treatment and control sites from each database. Crash statistics are also provided. In both data sets, the treatment and reference segments were divided into "homogeneous sites" for analysis purposes, and the average length was approximately 1 mi in all cases. In the Iowa data, the mean AADT for the reference sites was approximately the same as for the treatment sites, and the resulting crashes per mile-year for the reference sites and the before-period treatment sites were very similar. In the HSIS data, the mean AADT and the crashes per mile-year for the reference sites were somewhat higher than for the treatment sites. However, the AADT range in the reference site data included the AADT range in the treatment data, making it suitable for the predictive models produced.

Table 1. Descriptive statistics of evaluation sites

DATABASE/SITE TYPE	CHARACTERISTIC	MEAN	MINIMUM	MAXIMUM
Iowa Treatment (15 sites)	Years before	17.53	11.00	21.00
	Years after	4.47	1.00	11.00
	Crashes/mile-year before	23.74	4.91	56.15
	Crashes/mile-year after	12.19	2.27	30.48
	AADT before	7,987	4,854	11,846
	AADT after	9,212	3,718	13,908
	Average length (mi)	1.02	0.24	1.72
Iowa Reference (296 sites)	Years	21.8	5	23
	Crashes/mile-year	26.8	0.2	173.7
	AADT	8,621	296	27,530
	Average length (mi)	0.99	0.27	3.38
HSIS Treatment (30 sites)	Years before	4.7	1.8	8.5
	Years after	3.5	0.6	8.8
	Crashes/mile-year before	28.57	0.00	111.10
	Crashes/mile-year after	24.07	0.00	107.62
	AADT before	11,928	5,500	24,000
	AADT after	12,790	6,194	26,376
	Average length (mi)	0.84	0.08	2.54
HSIS Reference (51 sites)	Years	7.82	4.50	12.17
	Crashes/mile-year	42.19	5.96	169.73
	AADT	15,208	1,933	26,100
	Average length (mi)	0.95	0.10	3.31

Analysis

As previously noted, one component of the prediction of after-period accident frequencies at the treatment sites without treatment is a regression model developed using data from the untreated reference sites. This model is referred to as a safety performance function (SPF). In this study, generalized linear modeling was used to estimate the SPF coefficients using the software package SAS® and assuming a negative binomial error distribution, all consistent with the state of research in developing these models. Examination of several model forms indicated that the most appropriate and useful models for both databases included AADT and segment length. The final model form and coefficients differed for the two databases. The final model for the Iowa data is shown in equation 1, where a_y is a series of yearly calibration factors developed to account for the safety effect of changes other than AADT (e.g., accident reporting practices, demography, weather).

The final model for the HSIS data is shown in equation 2. The HSIS data did not allow the development of yearly calibration factors.

$$\text{Expected number of accidents per year} = a_y(\text{length})\exp(-8.4439)(\text{AADT})^{1.2917} \quad (1)$$

$$\text{Expected number of accidents per year} = \exp(-3.6323)(\text{length})^{0.7182}(\text{AADT})^{0.5722} \quad (2)$$

Results

The EB evaluation of total crash frequency indicated a statistically significant effect of the road diet treatment in both data sets and when the results are combined. Table 2 shows the results from each of the two studies and the combined results—the CMFs and their standard deviations.

Table 2. Results of the EB analysis for the Iowa and HSIS data concerning 4-lane to 3-lane road diets.[5,6,7]

	CRASH TYPE STUDIED AND ESTIMATED EFFECTS		
STATE/ SITE CHARACTERISTICS	ACCIDENT TYPE	NUMBER OF TREATED SITES	CMF (STANDARD DEVIATION)
Iowa: Predominately U.S. and State routes within small urban areas (average population of 17,000)	Total crashes	15 (15 mi)	0.53 (0.02)
California/Washington: Predominately corridors within suburban areas surrounding larger cities (average population of 269,000)	Total crashes	30 (25 mi)	0.81 (0.03)
All sites	Total crashes	45 (40 mi)	0.71 (0.02)

The Iowa data indicate a 47 percent reduction in total crashes while the HSIS (California and Washington) data indicate a 19 percent decrease—a substantial difference. These reanalysis results also differ from the original Iowa study results (a 25 percent reduction) and from the original HSIS results (a 6 percent reduction). Combining both data sets results in a 29 percent reduction in total crashes.

Discussion and Recommendations

The authors identified two likely reasons the reanalysis differed from the original Iowa results. First, the reanalysis involved a much larger reference group than was available in the original study. Second, while the results of the original study weighted all treatment sites equally regardless of length, the reanalysis results provided more weight to longer sites. While not stated in the reanalysis report, the difference in the two analyses of the HSIS data could have resulted from the use of improved methodology (the EB method) in the reanalysis effort. This methodology made it possible to use all 30 treatment sites and 51 reference sites. In the original study, data from only 11 treatment sites and 24 reference sites were used, with the remaining sites being omitted due to small sample sizes of crashes because of short segment lengths, short data periods, or low average daily traffic.

Of more importance than the differences between the original and current study efforts are the differences between the Iowa and HSIS treatment effects estimated in the reanalysis effort. These differences may be a function of traffic volumes and characteristics of the urban environments where the road diets were implemented. The sites in Iowa ranged in AADT from 3,718 to 13,908 and were predominately on U.S. or State routes passing through small urban towns with an average population of 17,000. The sites in Washington and California ranged in AADT from 6,194 to 26,376 and were predominately on corridors in suburban environments that surrounded larger cities with an average population of 269,000. In addition, based on a separate study of one site in Iowa, there appeared to be a traffic calming effect that resulted in a 4–5 mi/h reduction in 85th percentile free-flow speed and a 30 percent reduction in the percentage of vehicles traveling more than 5 mi/h over the speed limit (i.e., vehicles traveling 35 mi/h or higher).[9] The reanalysis authors speculated that while there could have been significant differences in speeds between the rural U.S. or State highway approaching a small town and the road diet section, this calming effect would be less likely in the larger cities in the HSIS study, where the approaching speed limits (and traffic speeds) might have been lower before treatment.

Given these differences, it is recommended that the choice of which CMF to use should be based on the characteristics of the site being considered. If the proposed treatment site is more like the Iowa sites (i.e., U.S. or State routes with moderate AADTs in small urban areas), then the 47 percent reduction found in Iowa should be used. If the treatment site is part of a corridor in a suburban area of a larger city, then the 19 percent reduction should be used. If the proposed site matches neither of these site types, then the combined 29 percent reduction is most appropriate.

REFERENCES

1. Federal Highway Administration Office of Safety. (2008). *A Resident's Guide for Creating Safe and Walkable Communities*, FHWA-SA-07-016, Washington, DC. Obtained from: http://safety.fhwa.dot.gov/ped_bike/ped_cmnity/ped_walkguide/resource7.cfm. Site last accessed January 5, 2010.
2. Zegeer, C.V., Stewart, J.R., Huang, H.F., and Lagerwey, P. (2001). *Safety Effects of Marked vs. Unmarked Crosswalks at Uncontrolled Locations: Executive Summary and Recommended Guidelines*, FHWA-RD-01-075, Federal Highway Administration, Washington, DC.
3. Burden, D. and Lagerwey, P. (1999). *Road Diets: Fixing the Big Roads.* Obtained from: http://www.walkable.org/download/rdiets.pdf. Site last accessed July 25, 2001.
4. Welch, T. (1999). *The Conversion of Four-Lane Undivided Urban Roadways to Three-Lane Facilities.* Presented at the Transportation Research Board/Institute of Transportation Engineers Urban Street Symposium, Dallas, TX.
5. Huang, H., Stewart, J., and Zegeer, C. (2002). "Evaluation of Lane Reduction 'Road Diet' Measures on Crashes and Injuries," *Transportation Research Record 1784*, 80–90.
6. Pawlovich, M., Wen, L., Carriquiry, A., and Welch, T. (2006). "Iowa's Experience with Road Diet Measures: Use of Bayesian Approach to Assess Impacts on Crash Frequencies and Crash Rates," *Transportation Research Record 1953*, 163–171.
7. Harkey, D., Council, F., Srinivasan, R., Lyon, C., Persaud, B., Eccles, K., Lefler, N., Gross, F., Baek, J., Hauer, E. and Bonneson, J. (2008). *NCHRP Report 617: Accident Modification Factors for Traffic Engineering and ITS Improvements*, Transportation Research Board, Washington, DC. Obtained from: http://www.trb.org/news/blurb_detail.asp?id=8965.
8. Hauer, E. (1997). *Observational Before-After Studies in Road Safety*. Pergamon Press, Oxford, England.
9. Knapp, K. and Giese, K. (1999). *Speeds, Travel Times, Delays on US 75 4/3 Lane Conversion through Sioux Center, Iowa during the AM and PM Peak Periods.* Iowa State University/Center for Transportation Research and Education for the Iowa Department of Transportation, Ames, IA.

FOR MORE INFORMATION

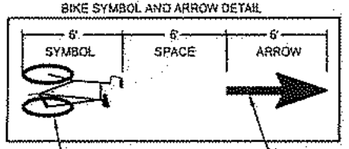
The research combining both databases was conducted by Bhagwant Persaud and Craig Lyon of Ryerson University, Toronto, Canada, as part of *NCHRP Report 617*.[7] The full study and appendix C can be downloaded from the Web address shown in the reference list. References to the initial studies that generated the two databases are also included in that list.[5,6] For more information about HSIS, contact Carol Tan, HSIS Program Manager, HRDS, (202) 493-3315, carol.tan@dot.gov.

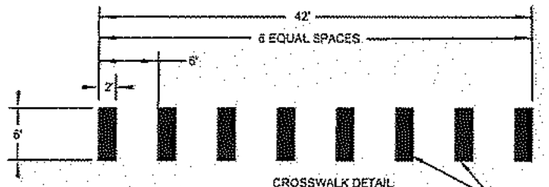
Visit us on the Web at www.tfhrc.gov

FHWA-HRT-10-053
HRDS-06/06-10(1M)E

MARKING FOR BICYCLE LANES

BIKE SYMBOL AND ARROW DETAIL



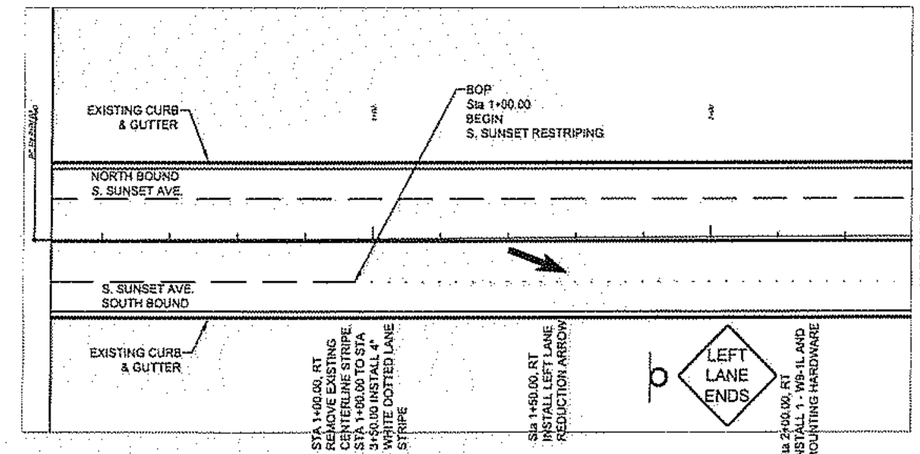


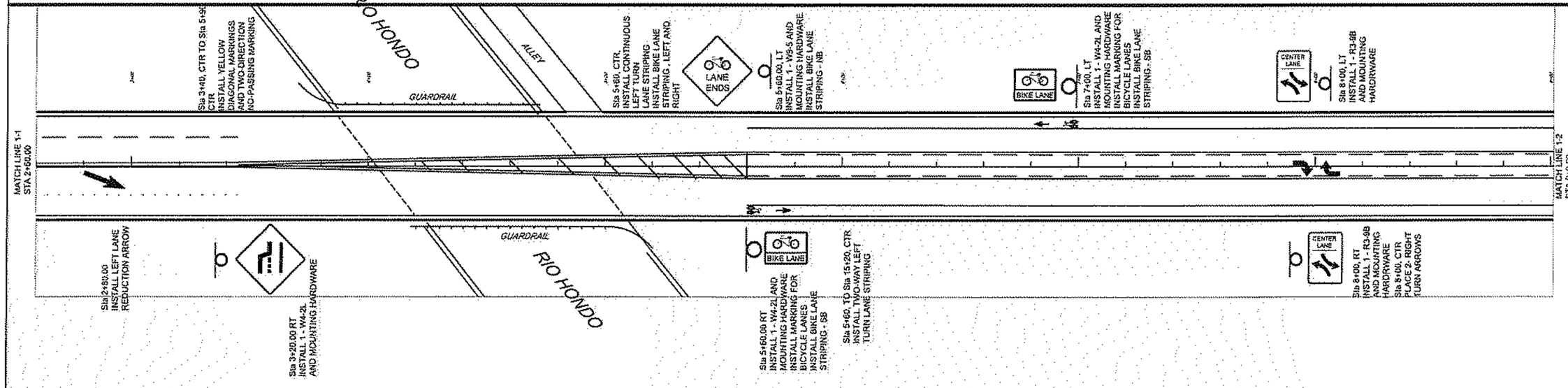
CROSSWALK DETAIL
S. SUNSET AVE AND W. JAFFA ST.
SEE SHEET 3-6

LEGEND

SYMBOL FOR SIGN.

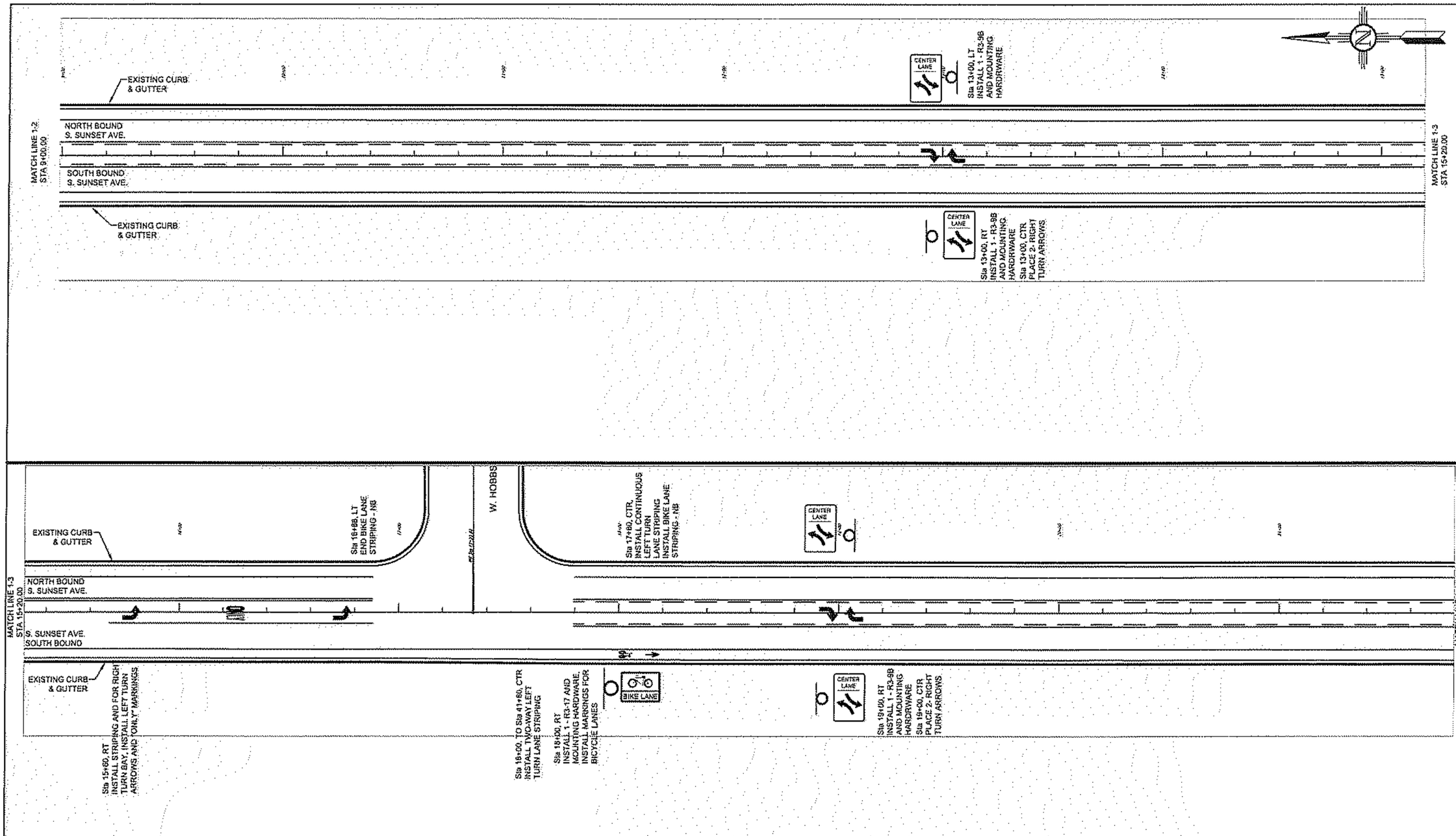
SEE SHEET 2-8 FOR SIGN AND MARKING SIZES.





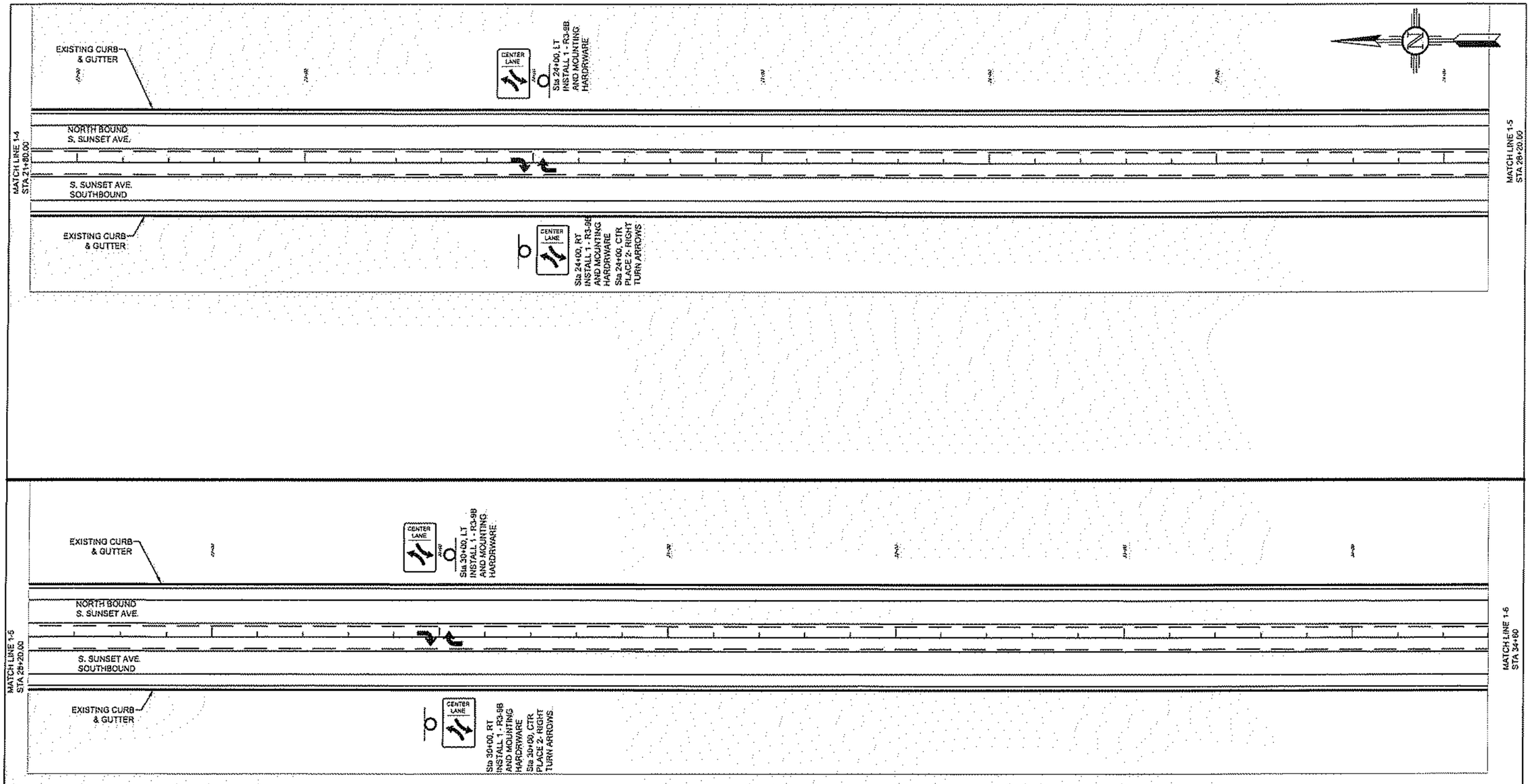
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DATE DRAWN: AUGUST, 2025	DRAWN BY: GN	SHEET DESCRIPTION: PLAN SHEETS	
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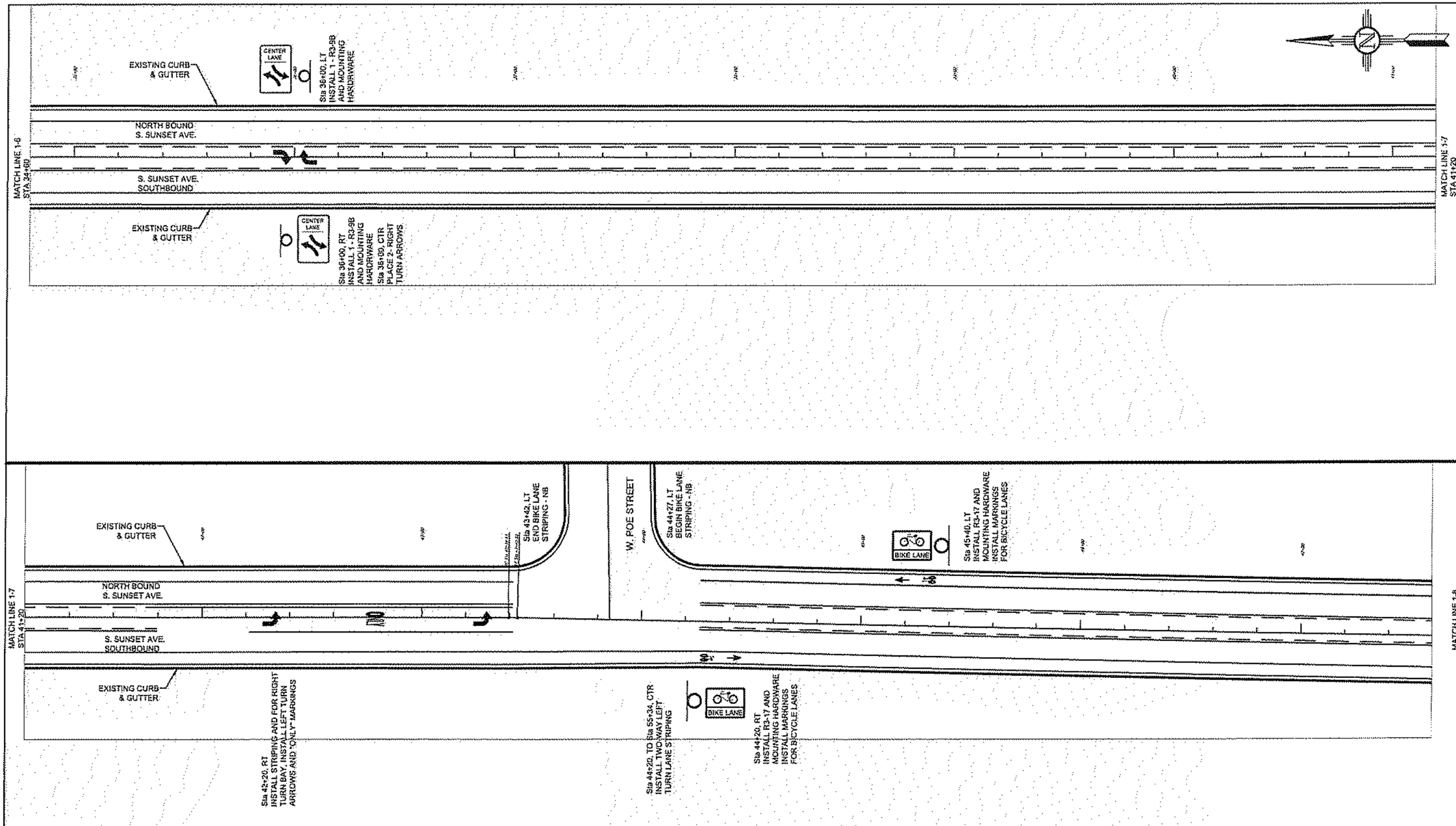
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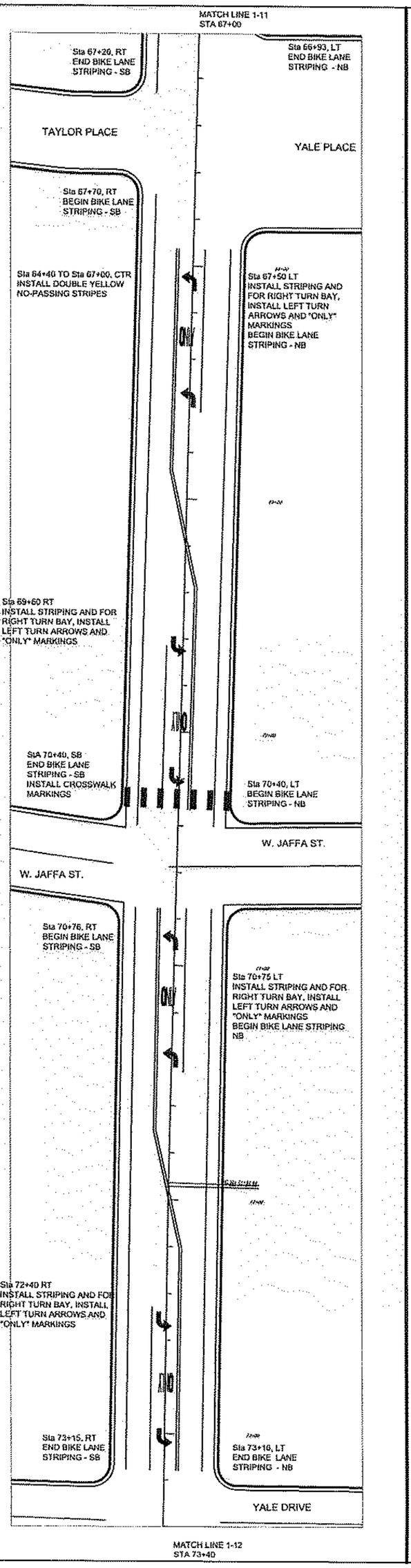
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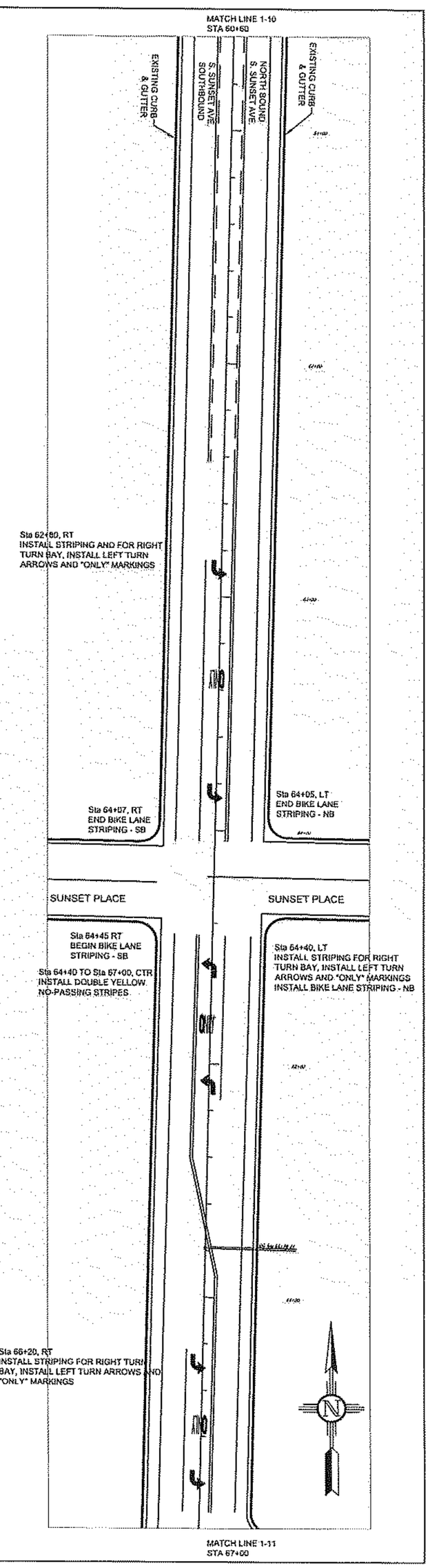
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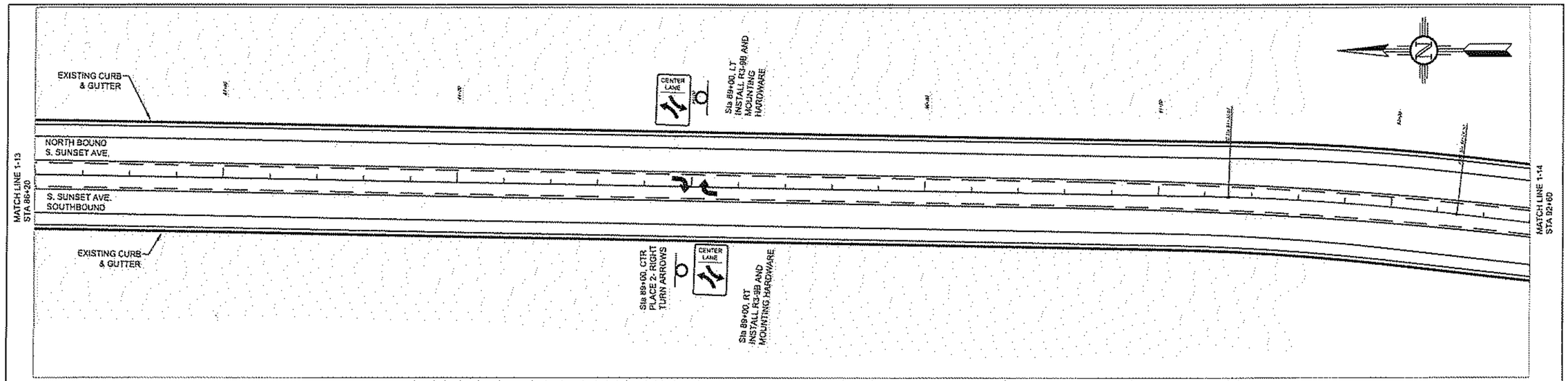
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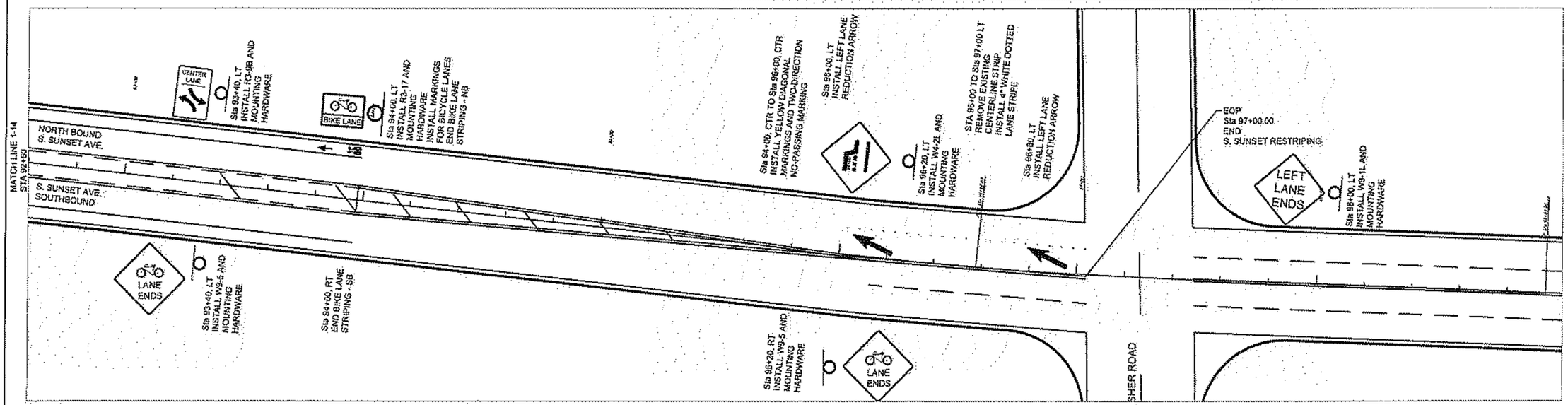
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CITY OF ROSWELL CHAVES COUNT, NM		PROJECT: S, SUNSET ST. RESTRIPING	
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ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 11.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Resolution 25-XX: Consider recommending resolution adopting new rates and fees for the Roswell Air Center. (Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

City of Roswell provides a fee structure for aircraft use of facilities and services furnished at the Roswell Air Center (ROW). Resolution of rates and fees has not been revised since 2020. New rates and fees will be initiated on January 1, 2026.

FINANCIAL CONSIDERATION:
There is no direct impact of this resolution.

LEGAL REVIEW:
The City Attorney has reviewed the proposed resolution.

BOARD AND COMMITTEE ACTION:
This item was presented at the Legal Committee Meeting on November 18, 2025, and voted 4-0 to sent to the Finance Committee.

STAFF RECOMMENDATION:
Staff recommendations to proceed as presented.

Attachments

Draft Resolution 25-XX
Resolution 20-42 Old Fee Schedule

RESOLUTION 25-XX

A RESOLUTION ADOPTING NEW RATES AND FEES FOR THE ROSWELL AIR CENTER

WHEREAS, the City of Roswell may provide a fee structure for aircraft use of facilities and services furnished at the Roswell Air Center (ROW).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. There is a landing charge to be levied which is based on Maximum Certified Landing Weight (MLW) of any category, class or type of aircraft while actively engaged in use of runways, taxiways or any other facilities of the ROW airport. A charge per landing for Airport Rescue and Fire Fighting (ARFF) shall be levied for each aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services.
2. The landing charges apply only to commercial aircraft using the ROW airport facilities. Commercial aircraft as defined herein are those that derive revenue through the direct use of and aircraft to engage in, but not limited to, storage, flight testing, charters, firefighting, freight, passengers, and mail.
3. There is established parking charge to be levied which is based on Airplane Design Group (ADG) as established by the Federal Aviation Administration. Parking charges do not apply to aircraft parked in a hangar.
4. That the landing and parking charges for each commercial aircraft will be administered and collected by the office of the Air Center Director.
5. The Rates and Fees set forth in Exhibit A attached hereto are hereby adopted and shall become effective January 1, 2026, and all prior rates, fees and charges for the Roswell Air Center are hereby repealed as of that date.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____

CITY SEAL

_____

ATTEST: Timothy Z. Jennings, Mayor

_____
Amalia Martinez, City Clerk

DRAFT

EXHIBIT A

ROSWELL AIR CENTER RATES AND FEES

LANDING CHARGES

Aircraft will be charged $0.85 per 1000 lbs. MLW. Aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services will be charged an additional $1.00 per 1000 lbs. MLW. Landing charges may be negotiated by the office of the Air Center Director. Negotiations may take into consideration the number of landings made by an aircraft, fuel purchases and the impact of the aircraft operation on other ROW revenues.

PARKING FEES

Parking Charges by Airplane Design Groups (ADG)

Group #	Wingspan (ft)	Rate/Day
I	<49	$10.00
II	49 - <79	$11.00
III	79 - <118	$12.00
IV	118 - <171	$17.00
V	171 - <214	$18.00
VI	214 - <262	$19.00

FUEL FEES

Signatory Jet A will be $0.04 per gallon.
Non-Signatory Jet A will be $0.08 per gallon.
Avgas will be $0.08 per gallon.
Fuel fees will be collected by the FBO and paid to the Air Center by the 15th calendar day of the month following the month in which the fees were collected.. The FBO shall provide a detailed record of fuel sales with payment.

FINANCE CHARGES

Parking and Landing Fees: These fees are due by the 25

Monthly Rent: Rent is due on the 1.

SECURITY

AOA/SIDA/Sterile Area Initial Issue $75

DRAFT

AOA/SIDA/Sterile Area Renewal	$50
Badge Change Fee	$30
Missed Appointment	$20
Vehicle permits	$50
Contractors deposit	$1000
Unreturned Badge Penalty	$250– fine to employer/authorized signatory, fee is doubled for all contractors
Unreturned vehicle permit	
Lost badge Penalty	$100 – First occurrence within 24-month period, this includes City employees, fee is doubled for all contractors
	$200 – Second and additional occurrences within 24 -month period with possible suspension or revocation of airport-issued access media for second and additional occurrences.

Roswell Air Center reserves the right to levy monetary fines up to five-hundred ($500) in accordance with the City of Roswell Municipal Code Section 5-4 for each violation of the Airport Security Program and/or Airport Security Rules and Regulations.

EQUIPMENT RENTALS

Utility trailer	$50/day
Forklift, 22K	$65/hr. or $255/day
Forklift, 6K	$45/hr. or $205/day
Large Tractor	$90/hr.
Broce Broom	$55/hr.
Tymco Sweeper	$105/hr.
Operator	$55/hr.
Delivery Fee	$30to drop off and pick up

ROOM RENTALS

Large Conference Room	$50/hr.
Small Conference Room	

MISCELLANEOUS FEES

Escort Fees	$50/hr.
Airport Damage Fees	Actual current repair and/or replacement costs charged to the responsible party, plus a 15% administration fee

DRAFT

RESOLUTION 20-42

A RESOLUTION ADOPTING NEW RATES AND FEES FOR THE ROSWELL AIR CENTER

WHEREAS, the City of Roswell may provide a fee structure for aircraft use of facilities and services furnished at the Roswell Air Center (ROW).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

1. There is a landing charge to be levied which is based on Maximum Certified Landing Weight (MLW) of any category, class or type of aircraft while actively engaged in use of runways, taxiways or any other facilities of the ROW airport. A charge per landing for Airport Rescue and Fire Fighting (ARFF) shall be levied for each aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services.

2. The landing charges apply only to commercial aircraft using the ROW airport facilities. Commercial aircraft as defined herein are those who derive revenue through the direct use of and aircraft to engage in, but not limited to, storage, flight testing, charters, firefighting, freight, passengers and mail.

3. There is established a parking charge to be levied which is based on Airplane Design Group (ADG) as established by the Federal Aviation Administration. Parking charges do not apply to aircraft parked in a hangar.

4. That the landing and parking charges for each commercial aircraft will be administered and collected by the office of the Air Center Director.

5. The Rates and Fees set forth in Exhibit A attached hereto are hereby adopted and shall become effective January 1, 2021, and all prior rates, fees and charges for the Roswell Air Center are hereby repealed as of that date.

PASSED, ADOPTED, SIGNED and APPROVED July 9, 2020.

CITY SEAL

Dennis Kintigh, Mayor

ATTEST:

Sharon Coll, City Clerk

EXHIBIT A TO RESOLUTION 20-42

ROSWELL AIR CENTER RATES AND FEES

LANDING CHARGES

Aircraft will be charged $0.85 per 1000 lbs. MLW. Aircraft operating under 14 CFR Part 139 or otherwise requiring ARFF services will be charged an additional $1.00 per 1000 lbs. MLW. Landing charges may be negotiated by the office of the Air Center Director. Negotiations may take into consideration the number of landings made by an aircraft, fuel purchases and the impact of the aircraft operation on other ROW revenues.

PARKING FEES

Parking Charges by Airplane Design Groups (ADG)

Group #	Wingspan (ft)	Rate/Day
I	<49	$9.00
II	49 - <79	$10.00
III	79 - <118	$11.00
IV	118 - <171	$16.00
V	171-<214	$17.00
VI	214-<262	$18.00

FUEL FEES

Signatory Jet A will be.$04 per gallon.
Non Signatory Jet A will be $.08 per gallon
Avgas will be $.06 per gallon
Fuel Fees to be collected by the FBO and paid to the Air Center by the 15th calendar day of the month following the month fees were collected. The FBO shall provide a detailed record of fuel sales with payment.

SECURITY

SIDA/Sterile Area Initial Issue:	$60
SIDA/Sterile Area Renewal:	$40
Airport Operations Area:	$40
Badge Change Fee:	$15
Unreturned Badge Penalty:	$100 – fine to employer/authorized signatory

Lost Badge Penalty:

$100 – First occurrence within 24 month period
$200 – Second and additional occurrences within 24 month period
Possible suspension or revocation of airport-issued access media for second and additional occurrences

Roswell Air Center reserves the right to levy monetary fines up to five-hundred ($500.00) in accordance with the City of Roswell Municipal Code Section X-X for each violation of the Airport Security Program and/or Airport Security Rules and Regulations.

EQUIPMENT RENTALS

Utility trailer	$45 per day
Forklift, 22K	$60 per hour/$250 per day
Forklift, 6K	$40 per hour/$200 per day
Large Tractor	$85 per hour
Broce Broom	$80 per hour (comes with operator)
Tymco Sweeper	$100 per hour (comes with operator)
Belt Loader	$60 per hour/$250 per day
Operator	$50 per hour
Delivery Fee	$25 to drop off and pick up

MISCELLANEOUS FEES

Escort Fees	$50 per hour
Commercial Photography	$50 per day
Airport Damage Fees	Actual Current repair and/or replacement costs charged to responsible party.

FINANCE CHARGES

If any fees are not paid for any month by the 25th calendar day of the month that said fees are due, tenant shall pay City and additional 2% finance charge as a penalty each month until the full amount of that month's

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 12.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider approval of a budget adjustment and purchase orders in the amount of $231,895 for conservation of basketry, pottery, textiles, weaponry and wood collection items by The Conservation Center. (Brooks)

BACKGROUND:
Initiated by: Caroline Brooks

The Conservation Center (TCC) is specialized in large-scale disaster recovery for collections. TCC aided the museum with the evacuation of the collection following the flood, and approximately 5,300 items were transported to their facility in Chicago for potential conservation treatment. The multi-phase conservation process will take approximately 3 to 4 years to complete. Over the coming months, TCC will provide treatment proposals and costs for review by museum staff. The grouping in this proposal is for basketry, pottery, textiles, weaponry and wood items only for which there is a gap between appraised value (amount covered by insurance) and treatment cost, and that staff are recommending TCC move forward based on the value of the objects to the collection and the ability to cover the gap through donations. Items not included in this proposal are a) basketry, pottery, textiles, weaponry and wood items that have values above the treatment costs and the insurance is directly paying for the conservation, and b) items for which there is a large gap between the conservation fee and value and the items will be tabled until funding is available or conservation will be pursued through alternative means. A payout equal to the appraised values from the insurance claim will be made of this final group to contribute toward the funding of those items selected to move forward. A sole source application has been filed with the State of New Mexico in accordance with procurement requirements for use of a sole source vendor. The Conservation Center is the only vendor identified with the capacity to handle the volume of items in need of conservation.

FINANCIAL CONSIDERATION:
The Fine Art Insurance claim will pay the City for the value of each item, including tabled items described above ($147,401 to be requested), and the RMAC Foundation has approved covering the gap (approximated at $84,494).

Finance Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: 2611-489100 (Museum Miscellaneous Revenue) - $231,895.00

Expense: 26114221-612500 (M&R Damage Claims) - $231,895.00

LEGAL REVIEW:
There is no legal review at this time.

BOARD AND COMMITTEE ACTION:
This is the first time this item is being presented. The Finance Committee recommended approval of budget adjustments and purchase orders for stone and metal item conservation by The Conservation Center on September 4 (5-0) and October 2 (5-0); City Council approved on September 11 (10-0) and October 9 (9-0).

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

TCC Basketry Conservation Proposal
TCC Pottery Conservation Proposal
TCC Textiles Conservation Proposal
TCC Weaponry Conservation Proposal
TCC Wood Conservation Proposal

THE
CONSERVATION
CENTER

June 19, 2025

Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM #: AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51287 (Collection 7 – Basketry and Woven Objects)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51287 (Collection 7 – Basketry and Woven Items) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

THE CONSERVATION CENTER

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$33,000.00
Laboratory Materials Fee:	$3,300.00
Post Treatment Report Fee:	$300.00
***Total:**	**$36,600.00**

Return Delivery to be Determined Upon Conclusion of Treatment

51229 51287 (Collection 7 – Basketry and Woven Items) Approved Items: # 2, 3, 4, 8, 9, 11, 13, 14, 15, 17, 22, 25

**Invoicing for the above fees will be submitted directly to the city of Roswell*

IMPORTANT NOTE: Storage fees of $4.00/cubic foot/month/piece of Property [$215.00/month total for the items within this proposal] will take effect forty-five (45) days after receipt of this proposal and will continue to accrue until this Service Proposal is returned to The Conservation Center.

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51287 (Collection 7 – Basketry and Woven Items) Authorization 2 has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

THE
CONSERVATION
CENTER

September 22, 2025

Caroline Brooks
Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM #: AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51284 (Collection 4 – Pottery and Ceramic Objects)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51284 (Collection 4 – Pottery and Ceramic Objects) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

THE CONSERVATION CENTER

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$36,960.00
Laboratory Materials Fee:	$3,695.00
Post Treatment Report Fee:	$525.00
***Total:**	**$41,180.00**

Return Delivery to be Determined Upon Conclusion of Treatment

51229 51284 (Collection 4 – Pottery and Ceramic Objects) Approved Items: # 3, 5, 6, 8, 9, 13, 21, 25, 26, 30, 31, 35, 56, 69, 72, 74, 75, 83, 84, 88, 89

**Invoicing for the above fees will be submitted directly to the city of Roswell*

IMPORTANT NOTE: Storage fees of $4.00/cubic foot/month/piece of Property [$525.00/month total for the items within this proposal] will take effect forty-five (45) days after receipt of this proposal and will continue to accrue until this Service Proposal is returned to The Conservation Center.

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51284 (Collection 4 – Pottery and Ceramic Objects) Authorization 2 has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

THE
CONSERVATION
CENTER

July 31, 2025

Caroline Brooks
Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM #: AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51286_1 (Collection 6– Textiles)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. **51229_51286_1 (Collection 6– Textiles)** is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

THE CONSERVATION CENTER

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$15,455.00
Laboratory Materials Fee:	$1,545.00
Post Treatment Report Fee:	$150.00
***Total:**	**$17,150.00**

Return Delivery to be Determined Upon Conclusion of Treatment

51229_51286_1 (Collection 6– Textiles) Approved Items: # 5, 6, 14, 31, 40, 42

**Invoicing for the above fees will be submitted directly to the city of Roswell*

IMPORTANT NOTE: Storage fees of $4.00/cubic foot/month/piece of Property [$555/month total for the items within this proposal] will take effect forty-five (45) days after receipt of this proposal and will continue to accrue until this Service Proposal is returned to The Conservation Center.

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51286_1 (Collection 6– Textiles**)** Authorization 2 has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

THE
CONSERVATION
CENTER

June 19, 2025

Caroline Brooks
Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM #: AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51289 Weaponry (Collection 9)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51289 Weaponry (Collection 9) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

1. Services. TCC will provide the following "***Services***" pursuant to this Service Proposal: Conservation with respect to the Property (defined below).
2. Property. TCC will perform the Services with respect to the following "***Property***," at the Fees described below:

THE CONSERVATION CENTER

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$21,065.00
Laboratory Materials Fee:	$2,105.00
Post Treatment Report Fee:	$350.00
***Total:**	**$23,520.00**

Return Delivery to be Determined Upon Conclusion of Treatment

51229_51289 Weaponry (Collection 9) Approved Items: #22, 35, 36, 39, 40, 42, 45, 53, 77, 103, 107, 146, 161, 210

**Invoicing for the above fees will be submitted directly to the city of Roswell.*

IMPORTANT NOTE: Storage fees of $4.00/cubic foot/month/piece of Property [$555/month total for the items within this proposal] will take effect forty-five (45) days after receipt of this proposal and will continue to accrue until this Service Proposal is returned to The Conservation Center.

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51289 Weaponry (Collection 9) Authorization 2 has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

THE
CONSERVATION
CENTER

October 2, 2025

Roswell Museum
1011 N Richardson Ave
Roswell, NM 88201

CLAIM NO. AXIS23031 / 24-10-06834
TCC SERVICE PROPOSAL NO. 51229_51290
(Collection 10 – Wooden Objects and Furniture)

The Conservation Center strives to uphold the greatest standard of care when preserving and handling your collection. When conserving a piece, our goal is to preserve the artist's original intent by using non-invasive and reversible techniques while utilizing archival-grade materials; thus, forming our treatment philosophy: less is more.

Our Conservators have had an opportunity to examine your artwork. The recommendations and service proposal are as follows:

This proposal addresses the conditions and recommended treatments determined to be directly related to the claim. Please note that any pre-loss related conditions will not be addressed with treatment unless they must be stabilized prior to proceeding with treatment related to the claim. All other pre-loss conditions will remain after treatment is complete. Variations in treatment costs are due to the degrees of complexity presented by each individual piece.

Please Note: It is the responsibility of the museum to verify/conduct due diligence on items that are subject to the Visual Artists Rights Act of 1990 (VARA) and/or the Native American Graves Protection and Repatriation Act (NAGPRA).

This Service Proposal No. 51229_51290 (Collection 10 – Wooden Objects and Furniture) is an agreement (this "***Service Proposal***") between International Art Services, Inc. d/b/a The Conservation Center, an Illinois corporation ("***TCC***"), and the client signing this Service Proposal (the "***Client***"). This Service Proposal is governed by and subject to the terms and conditions set forth in that certain client engagement letter agreement, entered into by and between TCC and the Client, dated October 23, 2024. This Service Proposal shall not be a binding offer or agreement to provide any Services hereunder until TCC countersigns this Service Proposal.

THE CONSERVATION CENTER

3. Fees/Deposit.

a. Fees. The Fees for the Services are as follows:

Total Conservation Fee:	$102,565.00
Laboratory Materials Fee:	$10,255.00
Post Treatment Report Fee:	$625.00
***Total:**	**$113,445.00**

Return Delivery to be Determined Upon Conclusion of Treatment

51229_51290 (Collection 10 – Wooden Objects and Furniture)

Approved Items: #5, 14, 22, 23, 30, 36, 39, 51, 55, 57, 59, 60, 61, 62, 64, 66, 67, 69, 70, 71, 72, 86, 88, 90, 92

**Invoicing for the above fees will be submitted directly to the city of Roswell.*

IMPORTANT NOTE: Storage fees of $4.00/cubic foot/month/piece of Property [$2,045.00/month total for the items within this proposal] will take effect forty-five (45) days after receipt of this proposal and will continue **to accrue until this Service Proposal is returned to The Conservation Center.**

No storage fees will be charged during the treatment of the Property and for forty-five (45) days after The Conservation Center notifies the Client that treatment has been completed, but will commence at a rate of $4.00/month/cubic foot of Property beginning on the 46th day after such notification if the Property remain in The Conservation Center's possession.

Storage fees of $4.00/month/cubic foot of Property will apply for items unapproved for treatment.

b. Deposit. Given the estimated Fees above, a Deposit in the amount of 50% of the total costs of Services within fifteen (15) days of the Effective Date (as defined in the signature block below) of this Service Proposal. Upon receipt of signed proposal, The Conservation Center will provide an invoice and details for methods of payment.

IN WITNESS WHEREOF, this Service Proposal No. 51229_51290 (Collection 10 – Wooden Objects and Furniture) Authorization 2 has been entered into as of the Effective Date below.

THE CLIENT:

Client Signature: _____ **"Effective Date":** _____

Print Name: _____

Accepted by TCC as of the Effective Date:

TCC Signature: _____

Print Name: _____

Title: _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 13.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider the recommendation of the Roswell Symphony Orchestra Lodgers' Tax Funding Request to the City Council in the amount of $20,000 for Sponsorship. (Conyers)

BACKGROUND:

Initiated by: TJ Conyers

The Roswell Symphony Orchestra has requested sponsorship of their 2025-2026 season from Lodgers' Tax funding.

From their application:

The Roswell Symphony Orchestra's 2025--2026 concert season will include four full-orchestra performances hosted at the historic and prestigious New Mexico Military Institute (NMMI) in Roswell, NM. NMMI provides a stately and acoustically sound venue, ideal for professional symphonic performances and accessible to both the community and visiting guests.

Confirmed Concert Dates:
Opening Concert -- Wednesday, October 1, 2025
Holiday Concert -- Sunday, December 14, 2025
Spring Concert -- Saturday, February 28, 2026
Season Finale -- Saturday, April 18, 2026

3 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security.
FY2023- Awarded $8,725- Expended- $3,074.33
FY2024- Awarded $8,860- Expended- $4,16.49
FY2025- Awarded $20,000- Expended $16,812.05

Sponsorship
FY2025- Awarded $20,000- Holiday Concert

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expense: 26224081-672828 (Lodger's Tax Public Relations-Special Events)
Current/Original Budget: $610,000.00
Remaining Budget: $585,000.00
Requested Amount: $20,000.00

LEGAL REVIEW:

The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax Board recommended opening negotiations with the City of Roswell at their July 22, 2025, meeting.
City Council approved open negotiations with the City of Roswell at their August 7, 2025, meeting.

STAFF RECOMMENDATION:

Review and recommend funding for the Finance Committee and City Council approval.

Attachments

RSO Draft Sponsorship Agreement

Roswell Symphony Orchestra 2025-2026 Season
Lodgers' Tax Sponsorship Agreement

Article 1.0 PARTIES AND DURATION

1.1 The parties to this Agreement are Roswell Symphony Orchestra ("Party"), a [**501(c)(3)]** and the City of Roswell, NM. ("City" or "Sponsor").

1.2 **Roswell Symphony Orchestra** is incorporated in the **State of New Mexico,** having its principal office located at 1717 W. Second Street, Suite 205, Roswell, NM 88201

1.3 The Sponsor is a municipal corporation agency located in New Mexico, having an office at 425 N. Richardson, Roswell, NM 88201.

1.4 This Agreement is effective immediately upon its authorized execution by both parties.

Article 2.0 PURPOSE

2.1 **Roswell Symphony Orchestra** is in an annual tourist event organized by **Roswell Symphony Orchestra**.

2.2 In order to generate funds to pay the expenses of operating **Roswell Symphony Orchestra**, Roswell Symphony Orchestra contracts with businesses to promote their goods and services at the event.

2.3 The Sponsor desires to utilize the public relations opportunities offered by **Roswell Symphony Orchestra** to promote goods/services and the City as a whole.

Article 3.0 SPONSORSHIP PACKAGE

3.1 **Roswell Symphony Orchestra** shall:

a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist tourist-related event, or at attraction from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, Exhibit 1,

b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to students and children when accompanied by an adult ticket holder during **Roswell Symphony Orchestra**,

c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly,

d. expend or encumber all funds before the final day of the **Roswell Symphony Orchestra** season,

DRAFT

e. comply with all policies, rules, and regulations applicable to each event under City laws and policies, and

f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

3.2 Sponsor will be included on the Sponsor Page of **Roswell Symphony Orchestra** with a link to the sponsor's page (link: www.seeroswell.com).

3.3 Sponsor will be included on the sponsor page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

Article 4.0 CONSIDERATION

4.1 The Sponsor shall provide to **Roswell Symphony Orchestra** cash consideration of **$20,000** in consideration for the advertising services provided under Article 3.0.

4.2 The amount set forth in paragraph 4.1 shall be due to Roswell Symphony Orchestra within seven (7) days of the signing of this Agreement.

Article 5.0 INSURANCE

5.1 **Roswell Symphony Orchestra** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 6.0 TERMINATION

6.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder before the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 7.0 ASSIGNMENTS

7.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by **Roswell Symphony Orchestra** without prior written consent of the City, which the City may withhold in its total discretion.

Article 8.0 MISCELLANEOUS

8.1 City shall have the right, at all reasonable times, to inspect **Roswell Symphony Orchestra** goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.

DRAFT

8.2 The Parties agree that no failure to exercise and no delay in exercising any right, power or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

8.3 Any failure to submit receipts shall result in an obligation that **Roswell Symphony Orchestra** return any unaccounted-for consideration.

8. 4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, **Roswell Symphony Orchestra** and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the EFFECTIVE DATE, the Effective Date hereof.

"City"

CITY OF ROSWELL

_____

By: Chad Cole
City Manager

"Roswell Symphony Orchestra"

Roswell Symphony Orchestra

_____

By:
Director

CITY SEAL

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
Hessel Yntema

City Attorney

DRAFT

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 14.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Not of This World Flag Football ' Tax Funding Request to the City Council in the amount of $10,000 for Sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application:

Sling it Fling it 2026 will be our 5th year as a local committee running this event. This is a flag football tournament that is held in Roswell, New Mexico. This is a 4 on 4 tournament that has brought in over 100 teams in previous years and is continuing to grow each year. The tournament is held Memorial Day Weekend.

3 years of Historical Lodgers' Tax Funding Data:

Marketing, sanitation, and security

FY2023- Event organized by a different organization
FY2024- Event organized by a different organization
FY2025- Awarded $19,000- Expended $10,165.98
FY2026- Awarded $18,500 by City Council on 8/7/2025

This is the first year they have requested sponsorship funding.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expense: 26224081-672828 (Lodger's Tax Public Relations-Special Events)
Current/Original Budget: $610,000.00
Remaining Budget: $585,000.00
Requested Amount: $10,000.00

LEGAL REVIEW:
The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax Board recommended opening negotiations with the City of Roswell at their July 22, 2025, meeting.
City Council approved open negotiations with the City of Roswell at their August 7, 2025, meeting.

STAFF RECOMMENDATION:
Review and recommend funding for the Finance Committee and City Council approval.

Attachments

Sling It Fling It 2026
Lodgers' Tax Sponsorship Agreement

Article 1.0 PARTIES AND DURATION

1.1 The parties to this Agreement are Not of This World Flag Football, Inc, ("Party"), a [**501(c)(3)]** and the City of Roswell, NM. ("City" or "Sponsor").

1.2 **Not of This World Flag Football, Inc** is incorporated in **New Mexico,** having its principal office located at 1612 W. College Blvd, Roswell, NM 88201.

1.3 The Sponsor is a municipal corporation agency located in New Mexico, having an office at 425 N. Richardson, Roswell, NM 88201.

1.4 This Agreement is effective immediately upon its authorized execution by both parties.

Article 2.0 PURPOSE

2.1 **Sling It Fling It 2026** is in an annual tourist event organized by **Not of This World Flag Football, Inc**.

2.2 To generate funds to pay the expenses of operating **Sling It Fling It 2026**, Not of This World Flag Football, Inc, contracts with businesses to promote their goods and services at the event.

2.3 The Sponsor desires to utilize the public relations opportunities offered by **Not of This World Flag Football, Inc** to promote goods/services and the City as a whole.

Article 3.0 SPONSORSHIP PACKAGE

3.1 **Not of This World Flag Football, Inc** shall:

a. display prominently the "Paid in Part by The City of Roswell" logo or the wording "Sponsored by the City of Roswell" on any publication (including electronic), at tourist-related event, or at attraction from which sponsorship funds are expended. Logos shall be published consistent with Roswell's logo guidance, Exhibit 1,

b. provide that any publication (including electronic and radio), tourist-related event, or attraction from which sponsorship funds are expended shall be free admission to attend **Sling It Fling It 2026**

c. expend funds exclusively for publications, tourist-related events, or attractions that are reasonably considered family-friendly,

d. expend or encumber all funds before the final day of the **Not of This World Flag Football, Inc**,

DRAFT

e. comply with all policies, rules, and regulations applicable to each event under City laws and policies, and

f. Provide receipts and proof of performance of all expenditures made with sponsorship funds before 30 days of the last day of the event to the City of Roswell Special Event Supervisor.

3.2 Sponsor will be included on the Sponsor Page of **Not of This World Flag Football, Inc.,** with a link to a sponsor page (link: www.seeroswell.com).

3.3 Sponsor will be included on the sponsor page of any event programs, fliers, postcards, posters, or any other advertising, if produced.

3.4 The City of Roswell shall cover the cost of special event supplies for the lane closure on College Blvd. for traffic control. Exhibit A

Article 4.0 CONSIDERATION

4.1 The Sponsor shall provide to **Not of This World Flag Football, Inc.,** cash consideration of **$10,000** in consideration for the advertising services provided under Article 3.0.

4.2 The amount set forth in paragraph 4.1 shall be due to Not of This World Flag Football, Inc. within thirty (30) days of the signing of this Agreement.

Article 5.0 INSURANCE

5.1 **Not of This World Flag Football, Inc.** shall maintain the policies of insurance as required under the special events policy of the City and shall indemnify and hold harmless the City for any liability that may result from any events in which sponsorship funds are utilized.

Article 6.0 TERMINATION

6.1 Either Party may terminate this Agreement at any time during the Term or any Renewal Term hereof by giving 30 days written notice in advance. Termination under this Section shall not terminate, prejudice, or otherwise affect any right or obligation accruing hereunder prior to the termination. Upon termination, all unexpended funds shall be returned to the City.

Article 7.0 ASSIGNMENTS

7.1 The rights and duties under this Agreement cannot be assigned, delegated, or otherwise transferred or encumbered by **Not of This World Flag Football, Inc** without prior written consent of the City, which the City may withhold in its total discretion.

Article 8.0 MISCELLANEOUS

8.1 City shall have the right, at all reasonable times, to inspect **Not of This World Flag Football, Inc** goods, services, and promotional activities employing the City of Roswell logo to ensure that such use is of proper quality and otherwise consistent with this Agreement, and may terminate this Agreement should the City determine that the use is inconsistent with this Agreement.

DRAFT

8.2 The Parties agree that no failure to exercise and no delay in exercising any right, power, or privilege under this Agreement on the part of either Party shall operate as a waiver of any right, power, or privilege under this Agreement.

8.3 Any failure to submit receipts shall result in an obligation that **Not of This World Flag Football, Inc** return any unaccounted-for consideration.

8. 4 Choice of law shall be New Mexico, and venue shall rest in Chaves County, NM, in the event of any dispute.

IN WITNESS WHEREOF, **Not of This World Flag Football, Inc** and the City of Roswell have caused this Agreement to be executed by their duly authorized officers on the EFFECTIVE DATE, the Effective Date hereof.

"City"

CITY OF ROSWELL

_____

By: Chad Cole
City Manager

"Not of This World Flag Football, Inc"

Not of This World Flag Football, Inc

_____

By: NAME
Director

CITY SEAL

_____
Amalia Martinez, City Clerk

Approved as to form:

_____
Hessel Yntema

City Attorney

DRAFT

Graphic Standards & Reference Guide



ROSWELL

Brand Update Criteria

We have developed a new logo for the City of Roswell supported by a concise system of colors, graphic elements and typography standards designed to work across all City departments. Our new visual identity system is an expression of the Roswell brand, our values and our commitment to our community.

Independent

Unique

More Modern

Artistic

Logo Library

The Roswell Logo

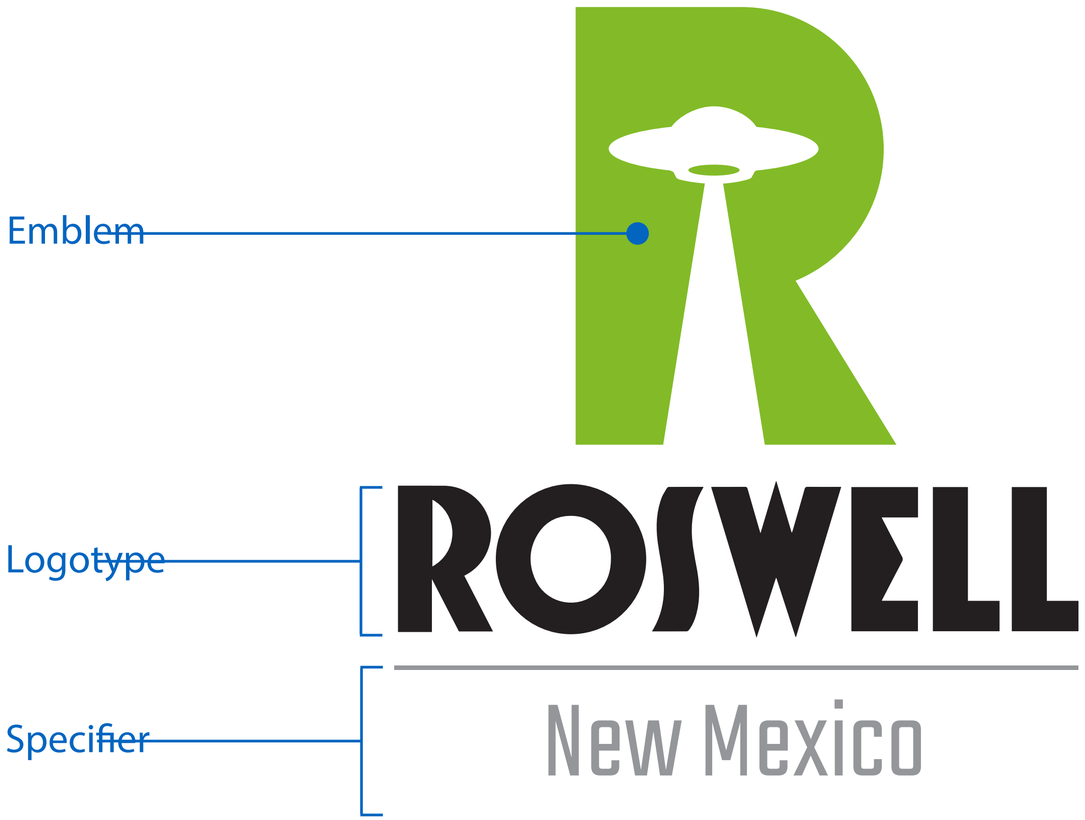


PMS 368

PMS Black

PMS 443

The Roswell Logo



PMS 368

PMS Black

PMS 443

Primary Logo

PMS Black

PMS 368



PMS Black



Primary Logo with Specifier

PMS Black PMS 368 PMS 443



PMS Black



Primary Logo Reversed

Knockout

PMS 368



Knockout | White



Primary Logo with Specifier Reversed

Knockout PMS 368 PMS 443



Knockout | White



Type Only Version

Black

ROSWELL

Type Only Version | Alternate

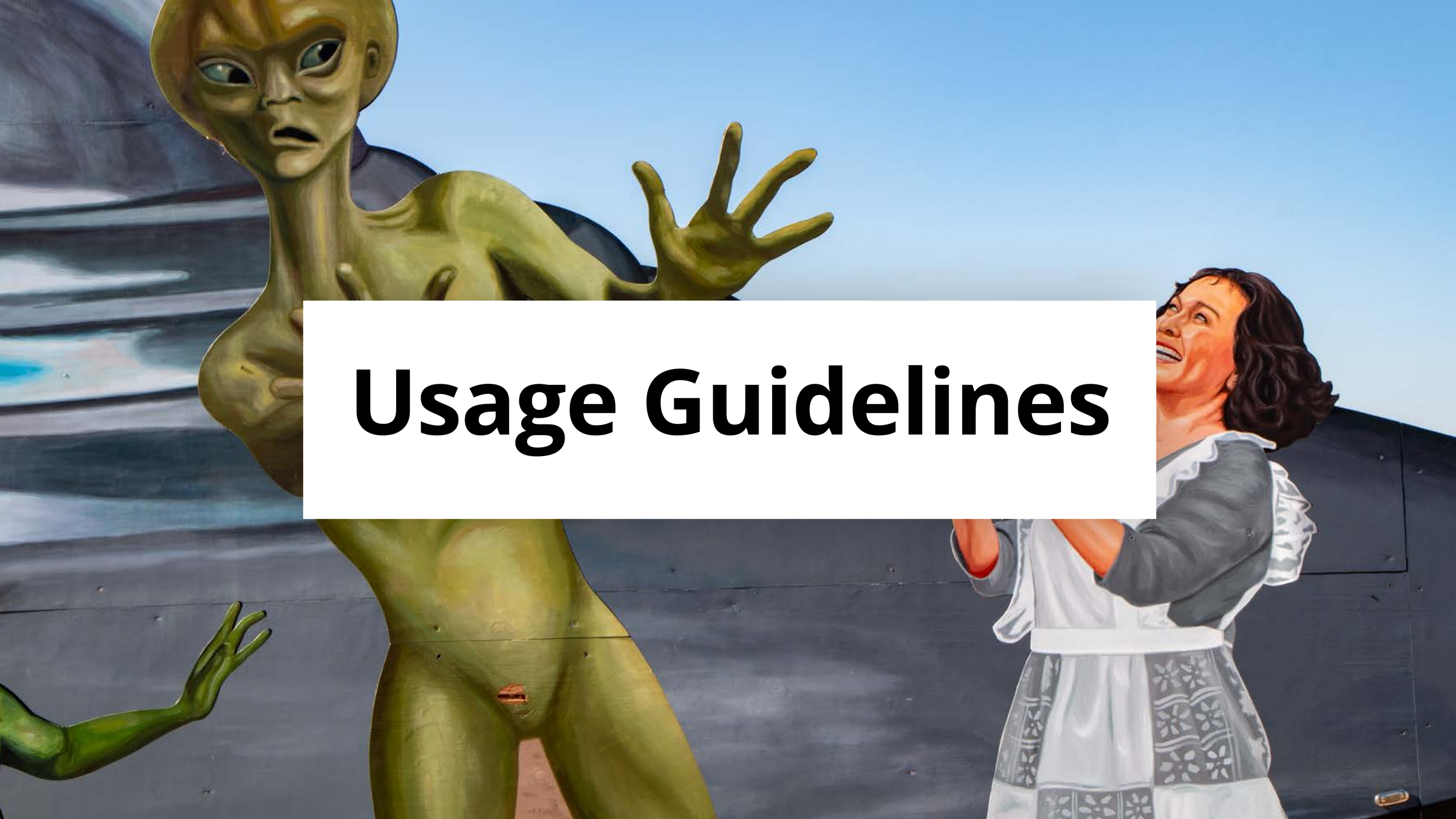
Green

ROSWELL

Type Only | Single Color | Reversed

White





Usage Guidelines

Never Modify Our Logo



STRECH



COMPRESS



ROTATE



REPLACE FONTS



CROP



CHANGE



DISTORT



CHANGE COLORS

Size Requirement

The smallest size the City of Roswell Logo can be applied is no less than 1 inch tall and no greater than 3 inches tall, unless prior approval by Public Affairs for advertising and marketing purposes.

1 inch



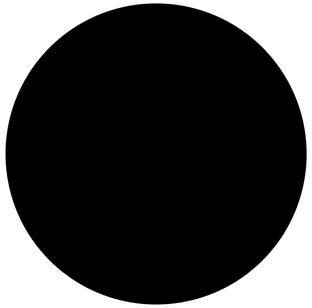
3 inch





Color & Typography

Color | Primary Palette

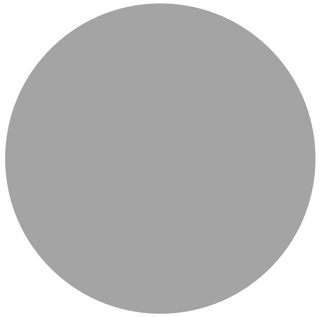


PMS Process Black

C0 **M**0 **Y**0 **K**100

R0 **G**0 **B**0

#000000



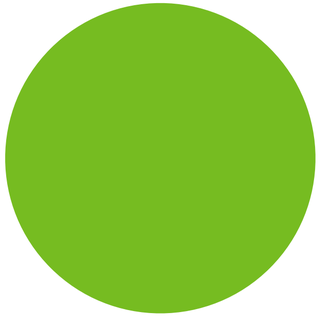
PMS 443

C43 **M**35 **Y**35 **K**1

R153 **G**153 **B**153

#999999

Metallic Silver (Optional)

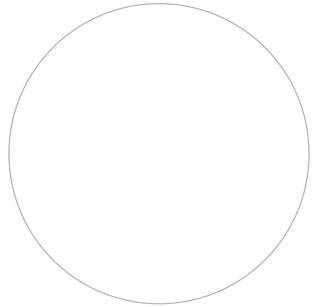


PMS 368

C63 **M**0 **Y**97 **K**0

R118 **G**188 **B**33

#76BC21



PMS White

C0 **M**0 **Y**0 **K**0

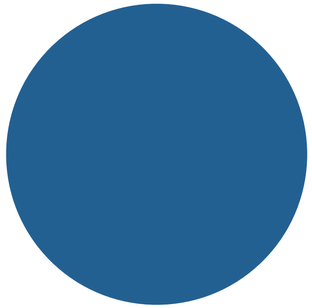
R255 **G**255 **B**255

#FFFFFF

The City of Roswell logo has been created as a 3-color logo. Other color versions are available (shown on the following pages). Although it is best to use the Pantone Matching System (PMS) numbers to reproduce the City of Roswell Logo, 3-color process or on screen (RGB) values are listed for use as well. These colors should not be altered or substituted in any way.

Color | Secondary Palette

Administrative



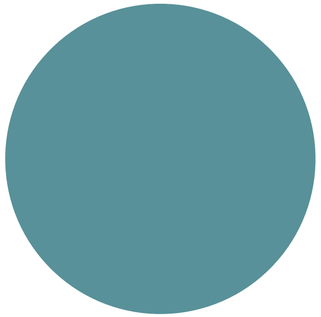
PMS 653

C91 **M**53 **Y**5 **K**24

R22 **G**87 **B**136

#236092

Quality of Life



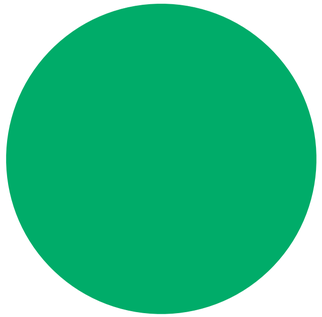
PMS 5483

C43 **M**35 **Y**35 **K**1

R88 **G**145 **B**153

#589199

Life Services



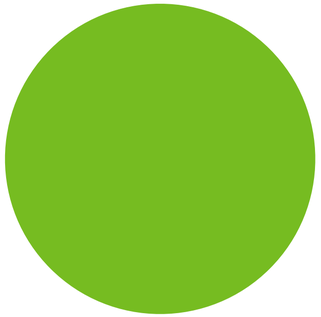
PMS 3405

C100 **M**0 **Y**82 **K**0

R0 **G**172 **B**105

#00AC69

Experience



PMS 368

C63 **M**0 **Y**97 **K**0

R118 **G**188 **B**33

#76BC21

PMS 7541

C10 **M**3 **Y**2 **K**2

R224 **G**230 **B**230

#D8DFE1

The City of Roswell created a second color pallet shown here for department use. Although it is best to use the Pantone Matching System (PMS) numbers to reproduce the primary City of Roswell Logo departments may also choose to use the color pallet above for their specifier department logo. These colors should not be altered or substituted in any way.

Typography | Logo System

The typography used for our logotype is based on the PAG Bravos font, a condensed geometric font with a retro touch. It is a great performer in posters, logo and covers. However, we have modified some of the letterforms in order to give our signature a unique and balanced look that works well with or without our emblem. **We do not use the PAG Bravos typeface in any other application.**

Teko is the support font we use primarily for our specifier as part of department logos, it is an open source typeface that currently supports the Devanagari and Latin scripts. **This font family has been selected for use in headlines and other display-sized text on and off screen.**

Download Open Sans for free at:

https://fonts.google.com/specimen/Teko

Our Logotype is not a font.

ROSWELL

Teko Light

Never Use Teko light smaller than 8pt.

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

a b c d e f g h i j k l m n o p q r s t u v w x y z

1 2 3 4 5 6 7 8 9 0

Typography | Support

We use Gotham for headlines, call out copy and body copy in marketing materials an other external communications.

Gotham

Never use Gotham smaller than 8pt.

Gotham Book
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Gotham Bold
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Gotham Black
ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Typography | Support

Open Sans is a humanist sans serif typeface designed by Steve Matteson, Type Director of Ascender Corp. This version contains the complete 897 character set, which includes the standard ISO Latin 1, Latin CE, Greek and Cyrillic character sets. Open Sans was designed with an upright stress, open forms and a neutral, yet friendly appearance. It was optimized for print, web, and mobile interfaces, and has excellent legibility characteristics in its letterforms. **Open Sans is the font we use in most applications for internal and business to business communications at any size and in any medium to convey information clearly and effectively.**

Download Open Sans for free at:

https://fonts.google.com/specimen/Open+Sans

Open Sans

Never use Open Sans smaller than 6pt.

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

ABCDEFGHIJKLMNOPQRSTUVWXYZ
abcdefghijklmnopqrstuvwxyz
1234567890

Basic Logo Set





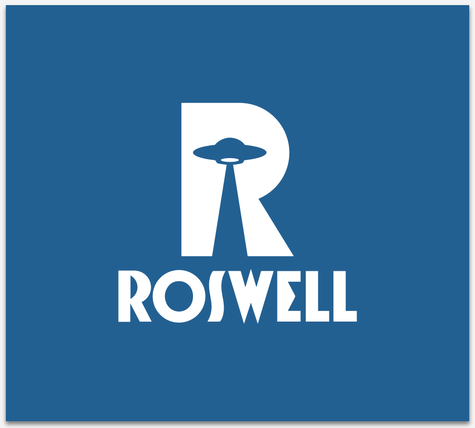






The reversed version of our logo can only be used in all white or green + white when used on a darker background. **Please note that if there is not enough contrast between the background and the green color, the all white version must be chosen.**











Department Logos

















































Stationery & Applications



Business Card

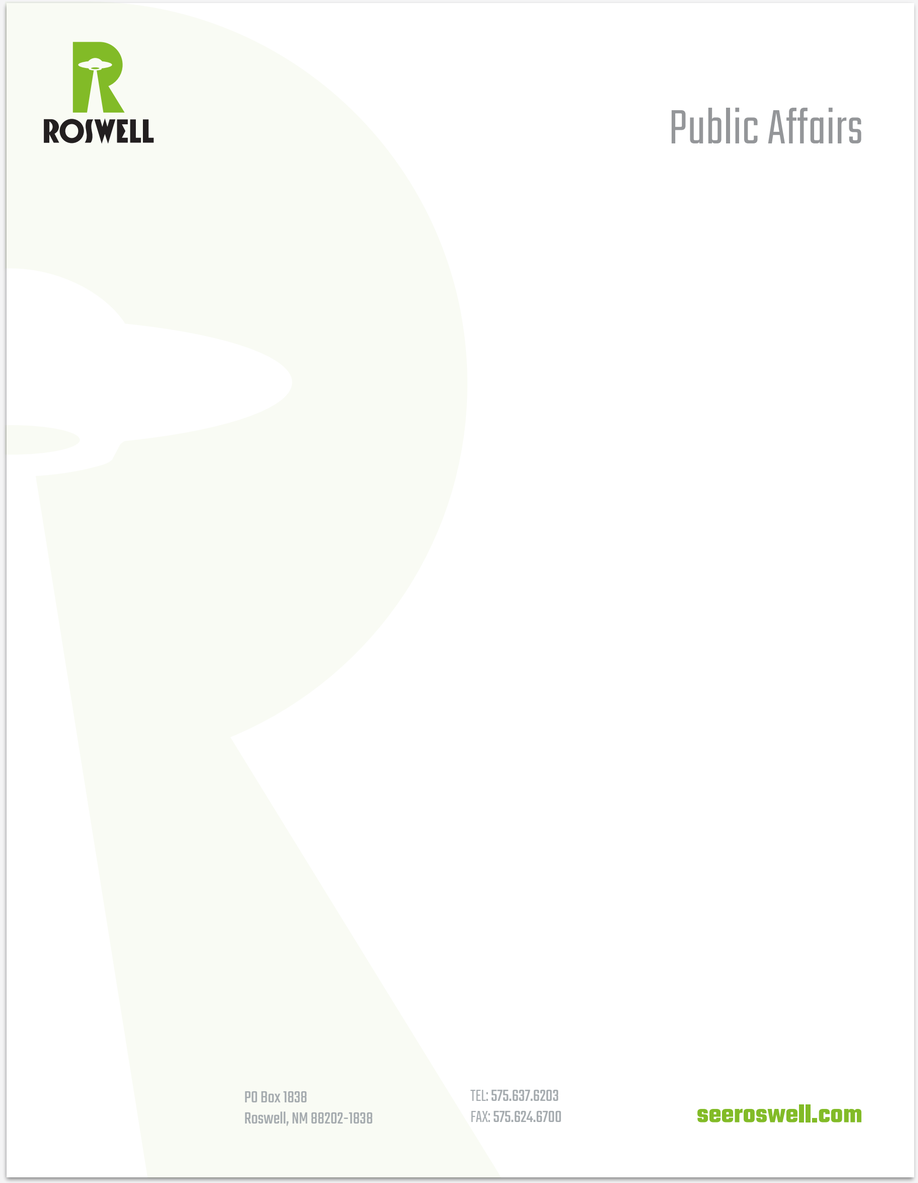
Front

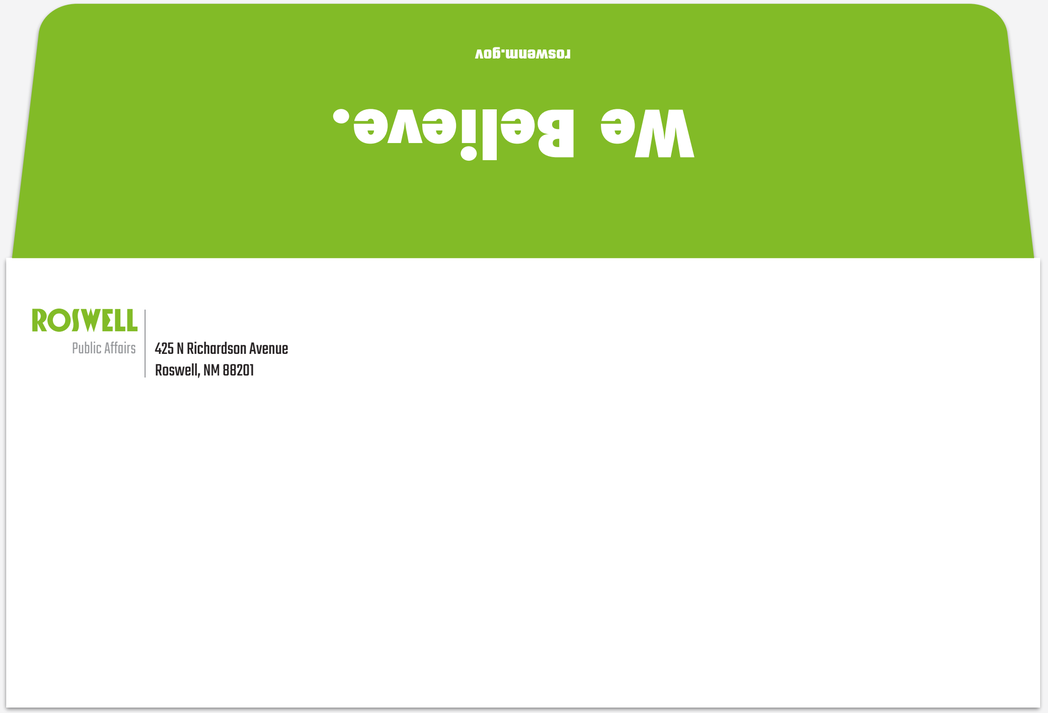


Back



Letterhead





№9 Envelope

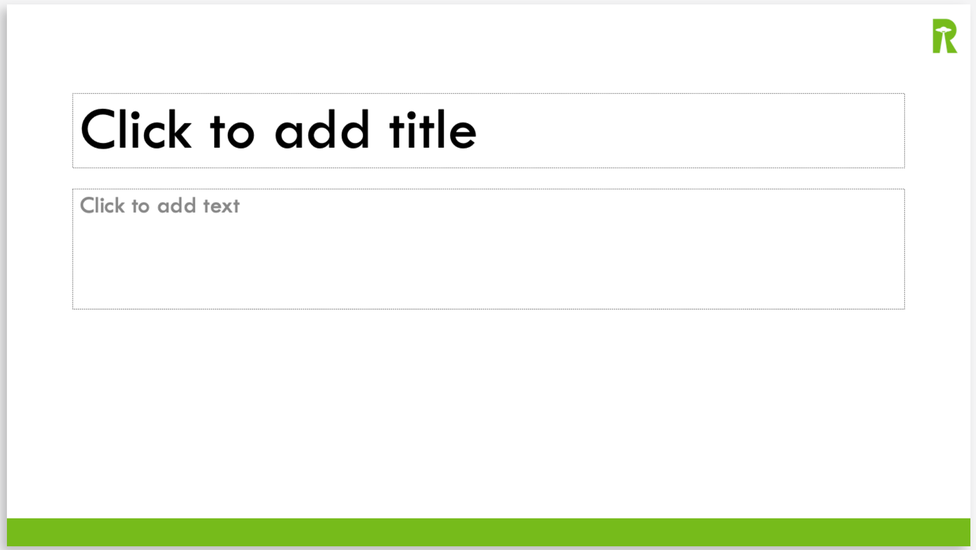
Email Signature



PowerPoint™ Presentation

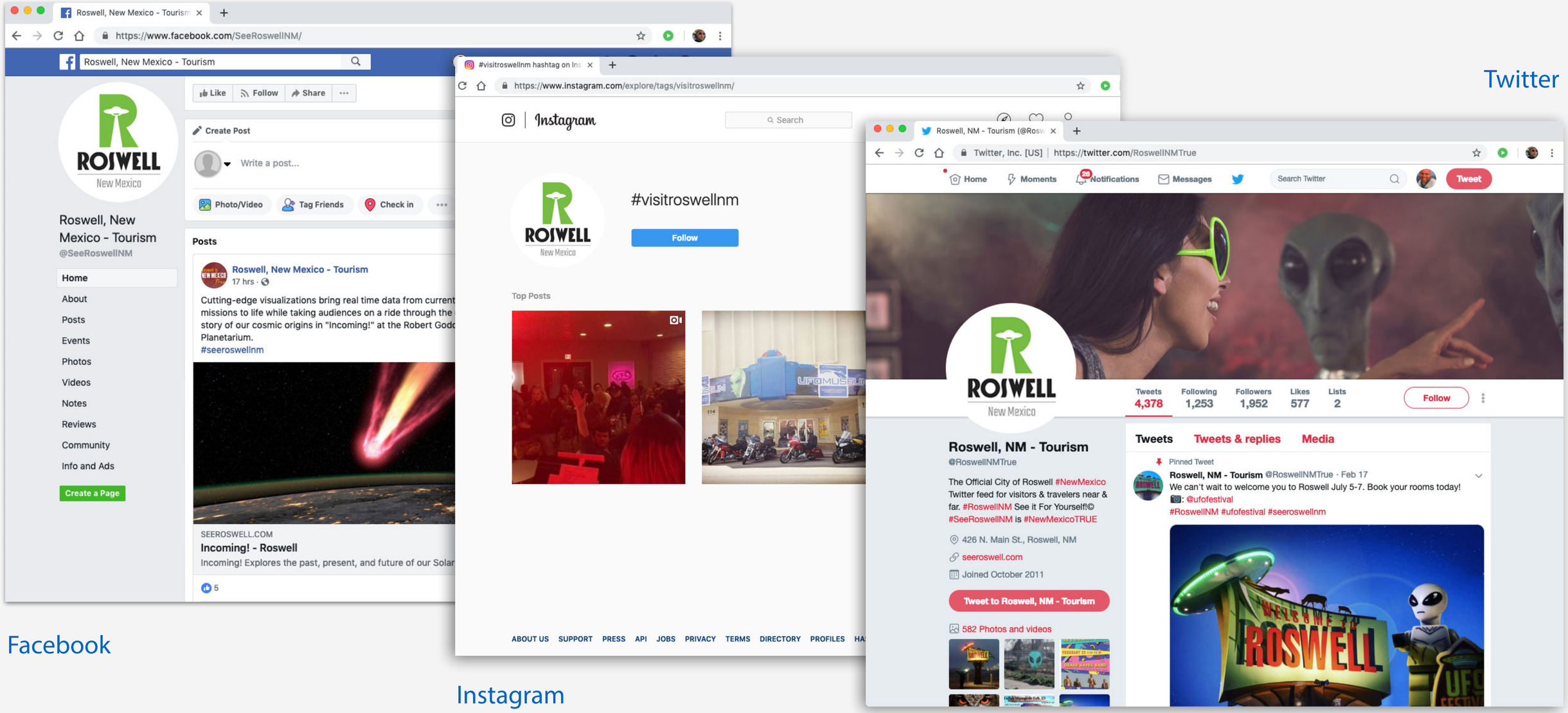








Social Media Examples



Facebook

Instagram

Twitter

Black Polo Shirt



Green Polo Shirt



* Colors and style may vary due to ver

Black Trucker Hat



* Colors and style may vary due to ver



Sample Merchandise

* Colors and style may vary due to vendor selection and availability

For additional information please contact:

Public Affairs

Call: 575-637-6200

We Believe.

Exhibit A

CITY OF ROSWELL INVOICE

Special Event Services 2026

$930.00

City of Roswell Public Affairs

425 N Richardson St
PO Box 1838
Roswell, NM 88202

Event Name: Sling It Fling It 2026
Event Dates: 5/22/2025-5/24/2025 **Location: Cielo Grande**
Street Closures: Lane Closure College- Traffic Control

QUANTITY	DETAILS	PRICE	LINE TOTAL
	Street Closure:		
	Barricades:	10.00	
40	Barrels	2.00	80.00
60	Sand Bags	5.00	300.00
200	Cones	2.00	400.00
6	Warning Signs	10.00	60.00
	Programmable Signs	300.00	
	Water- Spicket	10.00	
	Water- Hydrant Setup	75.00	
	City Personnel	30.00	
2	Streets	30.00	60.00
	Emergency	55.00	
30	Trash Cans (1trash Bag per can @ $1)	1.00	30.00
	Electrical (Per Day)	15.00	
	RECREATION FEES:		
	Field Maintenance	469.00	
	Bathroom Maintenance/1st stock	184.00	

Net Total	$930.00
Tax N/A	-
TOTAL DUE	$930.00

Reminder: Balance must be paid at least 14 days before your event.

Payments can be made to:
The City of Roswell
RE: Special Events
425 N. Richardson Roswell, NM 88201

CONTACT INFORMATION
TJ Conyers
575-315-5183
t.conyers@roswell-nm.gov

An account needs to be set up for any santitation needs. Sanitation- 575-624-6746

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 15.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider approval of a 5-year contract with Axon Enterprise, Inc. for the Fusus real-time crime center software, hardware, and implementation services. The total contract amount for the 60-month program is $577,147 (Without GRT). The system will enable up to 225 city security cameras and 20 automatic license plate reader (ALPR) Lightpost units to stream into the Roswell Police Department's Real-Time Crime Center. This purchase will be procured under the New Mexico Statewide Price Agreement #40-00000-23-00004. (Bateman)

BACKGROUND:

Initiated by: Lance Bateman

The Roswell Police Department was awarded a Real Time Crime Center Grant ($1.428 million available) to expand and continue funding the department's real-time crime center. The Roswell Police Department is seeking to enhance its real-time crime center capabilities through the implementation of Axon's Fusus platform. Fusus provides centralized management of camera feeds, ALPR systems, and connected video sources across city facilities and major intersections.

Under this contract, Axon will provide:

Fusus Pro Plus user licenses
Integration capacity for up to 225 CCTV camera streams
20 Lightpost ALPR camera systems with installation
Core hardware including Lite, Pro, Pro AI, and Elite AI units
Software implementation and deployment services

The platform also allows private citizens and businesses to voluntarily connect compatible security cameras to the real-time crime center.

FINANCIAL CONSIDERATION:

The total contract cost is $577,147 (Without GRT), structured over five years as follows:

- $115,429.40 Year 1
- $115,429.40 Year 2
- $115,429.40 Year 3
- $115,429.40 Year 4
- $115,429.40 Year 5

The first three years of the contract will be funded with the NM Capital Outlay for the Real Time Crime Center Grant (25-J2899). The Capital Appropriation has a reversion date of 06/30/2029. A non-appropriation clause is included in the contract.

Financial Impact (Revenue & Expense): Budgeted

Revenue: n/a

Expense: 11014111-817505 (Capital Outlay -- Equipment)

Current/Original Budget: $1,515,000.00
Remaining Budget: $1,426,895.00
Requested Amount: $115,429.40

LEGAL REVIEW:
Legal is reviewing the state contract agreement.

BOARD AND COMMITTEE ACTION:
The Finance Committee is the first committee to consider this item.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Quote
Axon - Statewide Price Agreement

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-772706-45992TD

Issued: 12/01/2025

Quote Expiration: 12/15/2025

Estimated Contract Start Date: 04/15/2026

Account Number: 115601

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Roswell Police Dept. - NM 128 W 2nd St Roswell, NM 88201-4704 USA	Roswell Police Department - NM 415 N RICHARDSON AVE ROSWELL NM 88201-4730 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Trevor Dorn Phone: Email: tdorn@axon.com Fax:	Mike Fry Phone: 5756246770 Email: m.fry@roswell-nm.gov Fax: (505) 624-6780

Quote Summary

Program Length	60 Months
TOTAL COST	$577,147.00
ESTIMATED TOTAL W/ TAX	$615,960.68

Discount Summary

Average Savings Per Year	$131,053.00
TOTAL SAVINGS	$655,265.00

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	$115,429.40	$7,762.73	$123,192.13
Mar 2027	$115,429.40	$7,762.73	$123,192.13
Mar 2028	$115,429.40	$7,762.73	$123,192.13
Mar 2029	$115,429.40	$7,762.73	$123,192.13
Mar 2030	$115,429.40	$7,762.76	$123,192.16
Total	**$577,147.00**	**$38,813.68**	**$615,960.68**

Quote Unbundled Price:	**$1,232,395.00**
Quote List Price:	**$781,471.00**
Quote Subtotal:	**$577,147.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00018	AXON FUSUS PRO PLUS BUNDLE	100	60	$82.99	$48.75	$48.75	$292,500.00	$24,192.20	$316,692.20
B00065	BUNDLE - LIGHTPOST	20	60	$475.30	$270.73	$133.81	$160,572.00	$7,461.04	$168,033.04
A la Carte Hardware									
101408	AXON FUSUS - CORE - CAD	1			$600.00	$600.00	$600.00	$0.00	$600.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5			$600.00	$600.00	$3,000.00	$0.00	$3,000.00
101382	AXON FUSUS - CORE - LITE 512GB	22			$200.00	$200.00	$4,400.00	$0.00	$4,400.00
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6			$2,000.00	$2,000.00	$12,000.00	$0.00	$12,000.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5			$5,000.00	$3,500.00	$17,500.00	$0.00	$17,500.00
A la Carte Software									
73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	60		$5.42	$0.00	$0.00	$0.00	$0.00
A la Carte Services									
101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39			$425.00	$425.00	$16,575.00	$1,370.88	$17,945.88
101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1			$70,000.00	$70,000.00	$70,000.00	$5,789.56	$75,789.56
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$577,147.00**	**$38,813.68**	**$615,960.68**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - LIGHTPOST	102131	AXON LIGHTPOST - 3P CAMERA	20	1	03/15/2026
BUNDLE - LIGHTPOST	102132	UBIHUB 2.0 WITH AXON EMBEDDED CAPABILITY (CORE/AI)	20	1	03/15/2026
BUNDLE - LIGHTPOST	102164	AXON LIGHTPOST - 3P CAMERA MOUNTING HARDWARE	20	1	03/15/2026
A la Carte	101382	AXON FUSUS - CORE - LITE 512GB	22	1	03/15/2026
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	1	03/15/2026
A la Carte	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6	1	03/15/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	1	03/15/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	03/15/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON FUSUS PRO PLUS BUNDLE	101706	AXON FUSUS - LICENSE - PRO+ USER	100	04/15/2026	04/14/2031
AXON FUSUS PRO PLUS BUNDLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	04/15/2026	04/14/2031
BUNDLE - LIGHTPOST	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	20	04/15/2026	04/14/2031
A la Carte	73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	04/15/2026	04/14/2031

Services

Bundle	Item	Description	QTY
BUNDLE - LIGHTPOST	102153	AXON LIGHTPOST - INSTALL SERVICE	20
BUNDLE - LIGHTPOST	102156	AXON LIGHTPOST - CONNECT SERVICE	20
BUNDLE - LIGHTPOST	102394	AXON LIGHTPOST - 5YR MAINTENANCE, MONITORING, WTY SERVICE	20
A la Carte	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39
A la Carte	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	03/15/2027	04/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	03/15/2027	04/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	03/15/2027	04/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	03/15/2027	04/14/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	03/15/2027	04/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	128 W 2nd St	Roswell	NM	88201-4704	USA

Payment Details

Mar 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101382	AXON FUSUS - CORE - LITE 512GB	22	$880.00	$0.00	$880.00
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	$600.00	$0.00	$600.00
Year 1	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6	$2,400.00	$0.00	$2,400.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	$3,500.00	$0.00	$3,500.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	$120.00	$0.00	$120.00
Year 1	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39	$3,315.00	$274.18	$3,589.18
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	$0.00	$0.00	$0.00
Year 1	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1	$14,000.00	$1,157.91	$15,157.91
Year 1	73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	$0.00	$0.00	$0.00
Year 1	B00065	BUNDLE - LIGHTPOST	20	$32,114.40	$1,492.20	$33,606.60
Year 1	S00018	AXON FUSUS PRO PLUS BUNDLE	100	$58,500.00	$4,838.44	$63,338.44
Total				**$115,429.40**	**$7,762.73**	**$123,192.13**

Mar 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101382	AXON FUSUS - CORE - LITE 512GB	22	$880.00	$0.00	$880.00
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	$600.00	$0.00	$600.00
Year 2	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6	$2,400.00	$0.00	$2,400.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	$3,500.00	$0.00	$3,500.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	$120.00	$0.00	$120.00
Year 2	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39	$3,315.00	$274.18	$3,589.18
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1	$14,000.00	$1,157.91	$15,157.91
Year 2	73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	$0.00	$0.00	$0.00
Year 2	B00065	BUNDLE - LIGHTPOST	20	$32,114.40	$1,492.20	$33,606.60
Year 2	S00018	AXON FUSUS PRO PLUS BUNDLE	100	$58,500.00	$4,838.44	$63,338.44
Total				**$115,429.40**	**$7,762.73**	**$123,192.13**

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101382	AXON FUSUS - CORE - LITE 512GB	22	$880.00	$0.00	$880.00

Mar 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	$600.00	$0.00	$600.00
Year 3	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6	$2,400.00	$0.00	$2,400.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	$3,500.00	$0.00	$3,500.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	$120.00	$0.00	$120.00
Year 3	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39	$3,315.00	$274.18	$3,589.18
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 3	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1	$14,000.00	$1,157.91	$15,157.91
Year 3	73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	$0.00	$0.00	$0.00
Year 3	B00065	BUNDLE - LIGHTPOST	20	$32,114.40	$1,492.20	$33,606.60
Year 3	S00018	AXON FUSUS PRO PLUS BUNDLE	100	$58,500.00	$4,838.44	$63,338.44
Total				**$115,429.40**	**$7,762.73**	**$123,192.13**

Mar 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101382	AXON FUSUS - CORE - LITE 512GB	22	$880.00	$0.00	$880.00
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	$600.00	$0.00	$600.00
Year 4	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6	$2,400.00	$0.00	$2,400.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	$3,500.00	$0.00	$3,500.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	$120.00	$0.00	$120.00
Year 4	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39	$3,315.00	$274.18	$3,589.18
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1	$14,000.00	$1,157.91	$15,157.91
Year 4	73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	$0.00	$0.00	$0.00
Year 4	B00065	BUNDLE - LIGHTPOST	20	$32,114.40	$1,492.20	$33,606.60
Year 4	S00018	AXON FUSUS PRO PLUS BUNDLE	100	$58,500.00	$4,838.44	$63,338.44
Total				**$115,429.40**	**$7,762.73**	**$123,192.13**

Mar 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101382	AXON FUSUS - CORE - LITE 512GB	22	$880.00	$0.00	$880.00
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	$600.00	$0.00	$600.00
Year 5	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	6	$2,400.00	$0.00	$2,400.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	$3,500.00	$0.00	$3,500.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	$120.00	$0.00	$120.00
Year 5	101422	AXON FUSUS - PSO - CORE DEPLOYMENT	39	$3,315.00	$274.16	$3,589.16
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	6	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	22	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	$0.00	$0.00	$0.00
Year 5	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1	$14,000.00	$1,157.92	$15,157.92
Year 5	73449	AXON BODY - LICENSE - CONNECTED CAMERA	100	$0.00	$0.00	$0.00
Year 5	B00065	BUNDLE - LIGHTPOST	20	$32,114.40	$1,492.24	$33,606.64

Mar 2030						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	S00018	AXON FUSUS PRO PLUS BUNDLE	100	$58,500.00	$4,838.44	$63,338.44
Total				**$115,429.40**	**$7,762.76**	**$123,192.16**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO OK-MA-145-21-100 (PA-New Mexico 40-00000-23-00004AE) is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/1/2025



Docusign Envelope ID: 90B5F2F4-6F89-4436-BEDB-BB9C8C213A04

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor: **0000054836** **AXON Enterprise, Inc.** **PO Box 29661-2018** **Phoenix, AZ 85038** **Contact: Crystal Thorson** **Email: cthorson@axon.com** **Telephone No.: (208) 954-2763**
Ship To: **All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.**
Invoice: **As Requested**

Number: **40-00000-23-00004AE**

Amendment No.: **One**

Term: **February 19, 2024 – June 30, 2027**

NASPO ValuePoint:
https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2023-2028/axon-enterprise-inc/

Procurement Specialist: **Theresa Mendibles** tam

Telephone No.: **(505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Title: **Public Safety Video Systems**

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from June 30, 2025 to June 30, 2027 at the same price, terms and conditions.

Change Contract POC to reflect the following effective immediately.

From: Sean Lake **Email: slake@axon.com** **Telephone No.: (623) 225-9909**	**To: Crystal Thorson** **Email: cthorson@axon.com** **Telephone No.: (208) 954-2763**

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 5/2/2025

MS

Certificate Of Completion

Envelope Id: 90B5F2F4-6F89-4436-BEDB-BB9C8C213A04
Status: Completed
Subject: Please DocuSign: 40-00000-23-00004AE A001
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Theresa Mendibles
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Theresa.Mendibles@gsd.nm.gov
IP Address: 10.103.81.9

Record Tracking

Status: Original
Holder: Theresa Mendibles
Location: DocuSign
4/30/2025 4:18:40 PM
Theresa.Mendibles@gsd.nm.gov
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/30/2025 4:23:54 PM Viewed: 5/2/2025 6:45:17 AM Signed: 5/2/2025 6:45:38 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None)	tam Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 5/2/2025 6:45:39 AM Viewed: 5/2/2025 9:17:26 AM Signed: 5/2/2025 9:17:42 AM
Electronic Record and Signature Disclosure: Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 97.188.94.59	Sent: 5/2/2025 9:17:43 AM Viewed: 5/2/2025 11:53:47 AM Signed: 5/2/2025 11:53:55 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/30/2025 4:23:54 PM
Certified Delivered	Security Checked	5/2/2025 11:53:47 AM
Signing Complete	Security Checked	5/2/2025 11:53:55 AM
Completed	Security Checked	5/2/2025 11:53:55 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: AE390CB3-113E-4930-A304-92245EAB6794

State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
0000054836
AXON Enterprise, Inc.
PO Box 29661-2018
Phoenix, AZ 85038

Contact: Sean Lake
Email: slake@axon.com
Telephone No.: (623) 225-9909

Price Agreement Number**: 40-00000-23-00004AE**

Payment Terms**: See Contract**

F.O.B.**: Destination**

Delivery**: See Contract**

TM

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Procurement Specialist**: Theresa Mendibles**

Telephone No.**: (505) 795-1894**

Email: **theresa.mendibles@gsd.nm.gov**

Title**: Public Safety Video Systems**

Term**: February 16, 2024 thru June 30, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Every state agency, unless exempted from the authority of the State Purchasing Agent pursuant to Section 13-1-99 NMSA 1978, that utilizes this Statewide Price Agreement for professional services over $5,000 must process the professional services agreement template and accompanying documents through GSD's Contracts Review Bureau. If procuring goods only, no determination of service is required.

NASPO ValuePoint: https://www.naspovaluepoint.org/portfolio/public-safety-video-systems-2023-2028/axon-enterprise-inc/

Accepted for the State of New Mexico

Date: 2/21/2024

Dorothy Mendonca
New Mexico State Purchasing Agent

MS

This has been signed on behalf of the State Purchasing Agent.

Participating Addendum Number OK-MA-145-21-100
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
State of New Mexico
and
AXON ENTERPRISE, INC

.

This Participating Addendum is entered into by **State of New Mexico** ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-400, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

AXON Enterprise, Inc.("Contractor")
17800 N 85th Street
Scottsdale, AZ 85255

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:	Participating Entity's contact for this Participating Addendum is
Sean Lake slake@axon.com 623 225 9909	Theresa Mendibles IT Procurement Specialist theresa.mendibles@gsd.nm.gov 505-795-1894

II. TERM. This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with Participating Entity's laws.

V. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- **a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities
- **b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

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c. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum.

Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

VI. ORDERS. Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. See Attachment A

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: State of New Mexico Terms and Conditions

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:
Sean Lake slake@axon.com
623 225 9909

For Participating Entity:
Dorothy Mendonca
State of New Mexico/State Purchasing Division
dorothy.mendonca@gsd.nm.gov
505-827-0472

SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

DocuSign Envelope ID: AE390CB3-113E-4930-A304-92245EAB6794

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto. IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:	**PARTICIPATING ENTITY:**
Signature	**Signature**
Robert E. Driscoll, Jr.	Dorothy Mendonca
Printed Name	**Printed Name**
Deputy General Counsel	State Purchasing Agent/Division Director
Title	**Title**
2/20/2024	2/21/2024
Date	**Date**

This has been signed on behalf of the State Purchasing Agent.

Attachment A

1. **Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE: NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

   Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Participating State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

2. **Retainage:**
   Reserved

3. **Performance Bond:**
   Reserved

4. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on the date approved by the New Mexico State Purchasing Agent and end on June 30, 2025. The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150.

5. **Termination:**
   a) Grounds. The Participating State may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Participating State's uncured, material breach of this Agreement.

   b) Notice; Participating State Opportunity to Cure.
   (1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
   (2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Participating State does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
   (3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to provide the Goods or perform the Services contracted for, as determined by the Participating State; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

   c) Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either Party's liability for pre-termination defaults under or breaches of this Agreement. The

Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. **Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. **Conflict of Interest; Governmental Conduct Act:**
   a) The Contractor represents and warrants that it presently as of the Effective Date of this Agreement, has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

   b) The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically agrees to the best of its knowledge that:
      (1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
      (2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
      (3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;
      (4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member

of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

(5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

(6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. Amendment:

a) This Agreement shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto and all other required signatories.

b) If the Participating State proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. Merger: This Agreement incorporates all the Agreements, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11. Penalties for violation of law: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance: The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

13. Workers Compensation: The Contractor agrees to comply with the Participating State's laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Participating State.

14. **Applicable Law:** The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

15. **Records and Financial Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Participating State shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Participating State to recover excessive or illegal payments.

16. **Invalid Term or Condition:** If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

17. **Enforcement of Agreement:** A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

18. **Non-Collusion:** In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

19. **Notices:** Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Participating State:

Name:	State Purchasing Director, State Purchasing Division
Address:	1100 St. Francis Dr., Room 2016, Santa Fe, NM 87505
Telephone:	(505) 827-0472
Email:	theresa.mendibles@gsd.nm.gov

To the Contractor:

Name:	Axon Enterprise, Inc.
Address:	17800 N. 85th St, Scottsdale, AZ 85255-6311
Telephone:	800-978-2737
Contact:	Legal
Email:	legal@axon.com

20. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

21. **Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages subject to the limitation of liability specified in the Master Agreement and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Equitable Remedies:** Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Participating State irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Participating State, and the Contractor consents to the Participating State's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Participating State's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the Participating State may have under applicable law, including, but not limited to, monetary damages.

24. **New Mexico Employees Health Coverage:**
    - **a)** If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed $250,000.
    - **b)** Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.
    - **c)** Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

25. **Indemnification:** The Contractor shall defend, indemnify and hold harmless the Purchasing Entity and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, reasonable attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable upon receiving notice thereof, notify the legal counsel of the Participating State and the Risk Management Division of the New Mexico General Services Department by certified mail.

26. **Default and Force Majeure:** The Purchasing Entity reserves the right to cancel all or any part of any Orders placed under this Agreement without cost to the Purchasing Entity, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the Participating State and/or the Purchasing Entity due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the Order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the Participating State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the Participating State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

27. **Assignment:** The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Participating State.

28. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Participating State.

29. **Inspection of Plant:** The Participating State may inspect one (1) time per calendar year, at any reasonable time during Contractor's regular business hours and upon prior thirty (30) days written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

30. **Commercial Warranty:** The Contractor agrees that the Goods and/or Services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such Goods and/or Services, and that the rights and remedies provided herein shall extend to the Participating State and are in addition to and do not limit any rights afforded to the Participating State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

31. **Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

32. **Release:** Final payment of the amounts due under this Agreement shall operate as a release of the Participating State, its officers and employees and Procuring Entity from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

33. **Confidentiality:** Any Confidential Information provided to the Contractor by the Participating State or, developed by the Contractor based on information provided by the Participating State in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Participating State. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Participating State within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Participating State will result in direct, special and incidental damages.

34. **Contractor Personnel:**
    a) Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Participating State. Key personnel are those individuals considered by the Participating State to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Sean Lake

    b) Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Participating State. For all personnel, the Participating State reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Agreement is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to the Participating State's approval. The Participating State, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Agreement. The Contractor shall also make interim arrangements to assure that the Agreement progress is not affected by the loss of personnel. The

Participating State reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Participating State, meeting the Participating State's expectations.

35. **Incorporation by Reference and Precedence:** In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Participating Addendum; (2) the Master Agreement, if applicable; and (3) the NASPO ValuePoint Master Agreement.

36. **Inspection:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination, the inspection and acceptance period will be fifteen (15) days upon receipt. Goods rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment. Products which are not rejected within the timeframe specified herein shall be deemed Accepted for all purpose under this Agreement.

37. **Inspection of Services:** Except as otherwise provided under the Master Agreement, If this Agreement is for the purchase of services, the following terms shall apply.
    - **a)** Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.
    - **b)** The Contractor shall provide and maintain an inspection system acceptable to the Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.
    - **c)** The Participating State has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
    - **d)** If the Participating State performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
    - **e)** If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State may:
        - **(1)** require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
        - **(2)** reduce the Agreement price to reflect the reduced value of the services performed.
    - **f)** If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the Participating State may:
        - **(1)** by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the Participating State that is directly related to the performance of such service; or
        - **(2)** terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

38. **Insurance:** If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.
    - **a)** Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.
    - **b)** Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

(1) Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
(2) Property damage or combined single limit coverage: $1,000,000.
(3) Automobile liability (including non-owned automobile coverage): $1,000,000.
(4) Umbrella: $1,000,000.

c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

39. Arbitration: Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq*.

40. Reporting:
The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted.

41. Fees:
The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number **40-00000-23-00004AE** and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to:
GSD.QuarterlyUsageR@gsd.nm.gov

For payment of fees through U.S. Mail or Courier Delivery:
New Mexico State Purchasing Division
Joseph Montoya Building, Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

42. Lease Agreements:
Reserved.

Subcontractors: All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement.

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Certificate Of Completion

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Status: Completed
Subject: Complete with DocuSign: 40-00000-23-00004AE - Public Safety Video System
Source Envelope:
Document Pages: 12
Signatures: 3
Envelope Originator:
Certificate Pages: 5
Initials: 2
Theresa Mendibles
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Theresa.Mendibles@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
2/20/2024 2:10:46 PM
Holder: Theresa Mendibles
Theresa.Mendibles@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Robert E. Driscoll, Jr. bobby@axon.com VP, Associate General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/20/2024 2:49:33 PM ID: e0be9424-f85c-4239-b9af-cc84361666c2	 Signature Adoption: Uploaded Signature Image Using IP Address: 104.28.124.140 Signed using mobile	Sent: 2/20/2024 2:18:31 PM Viewed: 2/20/2024 2:49:33 PM Signed: 2/20/2024 3:12:03 PM
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/20/2024 3:12:05 PM Viewed: 2/20/2024 3:24:36 PM Signed: 2/20/2024 3:24:51 PM
Theresa Mendibles theresa.mendibles@gsd.nm.gov GSD IT PROCUREMENT SPECIALIST New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/1/2020 5:55:33 PM ID: a1931c7b-74ec-4e14-aa46-8324a6999adc	 Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 2/20/2024 3:24:52 PM Viewed: 2/20/2024 3:28:02 PM Signed: 2/20/2024 3:28:06 PM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	 Signature Adoption: Uploaded Signature Image Using IP Address: 164.64.62.10	Sent: 2/20/2024 3:28:08 PM Viewed: 2/21/2024 7:17:41 AM Signed: 2/21/2024 7:17:46 AM

Signer Events	Signature	Timestamp
Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/20/2024 2:18:31 PM
Envelope Updated	Security Checked	2/20/2024 2:28:08 PM
Certified Delivered	Security Checked	2/21/2024 7:17:41 AM
Signing Complete	Security Checked	2/21/2024 7:17:46 AM
Completed	Security Checked	2/21/2024 7:17:46 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **16.**
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026. (Gomez)

BACKGROUND:
Initiated By: Toni Gomez

The New Mexico Department of Finance Administration (DFA) requires governing body approval for any budget adjustment that increases or decreases revenue or expenditures in the approved budget. The finance department is requesting approval of budget adjustments, as summarized in Exhibit "A", to align the City's FY2025-2026 budget with current funding allocations. These adjustments include updates to various grants, transfers, and departmental budgets.

FINANCIAL CONSIDERATION:
Budget adjustments are reflected across multiple funds and departments as detailed in Exhibit "A". The total impact of these adjustments is summarized below:

- Revenues $831,895.00
- Expenses $8,743,499.64

LEGAL REVIEW:
No legal review is required for this budget adjustment.

BOARD AND COMMITTEE ACTION:
Consider recommending the adoption of Resolution 25-XX approving a budget adjustment for the fiscal year ending June 30, 2026.

STAFF RECOMMENDATION:
Staff recommends approval of Resolution 25-XX, authorizing budget adjustments as presented in Exhibit "A".

Attachments

Exhibit A
Resolution 25-XX

City of Roswell
Budget Adjustment
December 2025

Fund	Department		Category (Revenue/Expense)	Description	Proposed Adjustment (+/-)
Fire Protection	Fire Protection	2265-443650	Revenu	FY26 Grant Fire Marshall	600,000.00
Musuem	Museum	2611-489100	Revenu	Reimbursement from Fine Arts Insurance	231,895.00
					831,895.00
LG Abatement	LG Abatement-Opioid F	27003025-	Expenditure	Opioid Settlement	1,875,952.57
Fire Protection	Fire Protection	22654123-817506	Expenditure	FY26 Grant Fire Marshall	600,000.00
Public Safety	Public Saftey	55004125-817506	Expenditure	HME Pumper (supplement fire grant)	152,215.00
Special Electronics	Special Electronics	26234323-817504	Expenditure	Malfunction Monitor Unit with Cabinet Hub	7,540.00
Special Electronics	Special Electronics	26234323-817504	Expenditure	Cobalt Traffic Signal Controller with Cabinet	23,420.00
Museum	Museum	26114221-612500	Expenditure	Reimbursement from Fine Arts Insurance	231,895.00
Public Safety	Public Safety	55004125-511110	Expenditure	Full-Time Salaries	1,949,190.34
Public Safety	Public Safety	55004125-521210	Expenditure	Full-Time Overtime	1,057,870.80
Public Safety	Public Safety	55004125-541561	Expenditure	Phone Allowance	810.00
Public Safety	Public Safety	55004125-551510	Expenditure	FICA Tax	120,902.63
Public Safety	Public Safety	55004125-551520	Expenditure	Medicare Tax	28,274.92
Public Safety	Public Safety	55004125-561530	Expenditure	PERA	230,100.00
Public Safety	Public Safety	55004125-561535	Expenditure	NMRHCA	38,999.98
Public Safety	Public Safety	55004125-571536	Expenditure	Administration Fee	1,017.08
Public Safety	Public Safety	55004125-571540	Expenditure	Group Insurance	1,137,181.92
Public Safety	Public Safety	55004125-571550	Expenditure	Worker's Comp Fee	479.40
Public Safety	Public Safety	55004125-584201	Expenditure	Physicals	39,465.00
Public Safety	Public Safety	55004125-585901	Expenditure	EE Train	50,000.00
Public Safety	Public Safety	55004125-585902	Expenditure	EE Travel	5,000.00
Public Safety	Public Safety	55004125-585905	Expenditure	Recert Fee	4,050.00
Public Safety	Public Safety	55004125-586101	Expenditure	Gen Unifrm	30,000.00
Public Safety	Public Safety	55004125-614002	Expenditure	M&R-Bldg	15,000.00
Public Safety	Public Safety	55004125-614004	Expenditure	M&R-Equip	15,000.00
Public Safety	Public Safety	55004125-614012	Expenditure	M&R-Vehcle	75,000.00
Public Safety	Public Safety	55004125-623401	Expenditure	Ins-Auto	24,000.00
Public Safety	Public Safety	55004125-635802	Expenditure	Util-MobPh	50,000.00
Public Safety	Public Safety	55004125-636302	Expenditure	Util-Elect	25,000.00
Public Safety	Public Safety	55004125-636303	Expenditure	Util-Gas	10,000.00
Public Safety	Public Safety	55004125-636304	Expenditure	Util- Water	50,000.00
Public Safety	Public Safety	55004125-642901	Expenditure	NC-Comptr	42,500.00
Public Safety	Public Safety	55004125-642902	Expenditure	NC-Tools	36,000.00
Public Safety	Public Safety	55004125-642903	Expenditure	NC-F&F	20,000.00
Public Safety	Public Safety	55004125-642904	Expenditure	NC-Eqpmnt	45,000.00
Public Safety	Public Safety	55004125-654801	Expenditure	Cnt-ProSvc	58,000.00
Public Safety	Public Safety	55004125-663301	Expenditure	Cmptr-Subs	77,135.00
Public Safety	Public Safety	55004125-672805	Expenditure	PubRel-adv	1,000.00
Public Safety	Public Safety	55004125-674700	Expenditure	pubRel-Prnt	1,000.00
Public Safety	Public Safety	55004125-715303	Expenditure	G&A-Licnse	1,000.00
Public Safety	Public Safety	55004125-723200	Expenditure	Sup-Fluids	125,000.00
Public Safety	Public Safety	55004125-725601	Expenditure	Sup-Genrl	8,500.00
Public Safety	Public Safety	55004125-725602	Expenditure	Sup-Office	5,000.00
Public Safety	Public Safety	55004125-725605	Expenditure	Sup-EMS	225,000.00

Public Safety	Public Safety	55004125-725608	Expenditure	Sup-Janit	20,000.00
Public Safety	Public Safety	55004125-817503	Expenditure	Cap-BldgIm	100,000.00
Public Safety	Public Safety	55004125-817505	Expenditure	Cap-Equip	50,000.00
Public Safety	Public Safety	55004125-817506	Expenditure	Cap-Vhcle	80,000.00
					8,743,499.64
Air Center	Air Center	51004331-654801	Transfer Out	Sceye	-13,720.00
General	Legal	11014051-654830	Transfer In	Sceye	13,720.00
					-

RESOLUTION 25-XX

A RESOLUTION OF THE CITY OF ROSWELL, NEW MEXICO, AMENDING THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2026, FOR VARIOUS GRANTS AND OTHER DEPARTMENTS.

WHEREAS, the governing body of the City of Roswell, State of New Mexico, has previously approved a budget for the fiscal year 2025-2026, ending June 30, 2026; and

WHEREAS, the City of Roswell desires to amend said budget for $831,895.00 in revenues and $8,743,499.64 in expenses, detailed in Exhibit A and summarized below:

- Various Funds: Revenues $831,895.00 and Expenses $8,743,499.64

WHEREAS, it is the majority opinion of the Governing Body that the proposed amended budget continues to meet fiscal requirements as currently determined for the fiscal year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, hereby adopts the budget adjustment hereinabove described and respectfully requests approval for the same from the Local Government Division of the Department of Finance and Administration, State of New Mexico.

PASSED, ADOPTED, SIGNED, and APPROVED the 11th day of December 2025.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 17.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Golf October Report

Attachments

Golf October Report

GOLF – October, 2025

Highlights:

- October was unusually warm and busy, which allowed us to host several events here at Spring River!! The Gateway Golf Program hosted their Annual Event, our Eastern NM Seniors enjoyed the course, the local NMMI Broncos hosted a scrimmage, and we hosted our Club Championship!!
- Hole #15 has been the big story around Spring River. We have made great progress with the new Temporary Green; we are hoping to open it up in November. The bottom portion of the original 15th green has also come along really well, we are hopeful everything will be back to normal by Spring 2026.
- As you can see, we had a reasonably successful October, we managed to Profit just north of $75,000.00. Welcomed 9 new members, 2,400 rounds and almost 2,000 Cart Rentals.
- We hosted about 65 Seniors from all over Southeast New Mexico along with the New Mexico Junior College, and received nothing but compliments from everyone. Huge compliment to David and his staff for keeping the course in such amazing shape.
- We look forward to warm November and plan on staying busy for the next few months.

Specific & Routine Maintenance:

- Cut cups 3 times a week.
- Moved tee markers as needed.
- Dumped trash as needed.
- Mowed greens 7 times a week.
- Finished seeding and covering bare areas on the greens.



nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf course nancy lopez golf c

ROSWELL

Pro Shop Revenue

July 1, 2025 - June 30, 2026							
	Month	Qty	Subtotal	Subtotal w/o Tax	Cost	Profit	Gross Revenue
	Jul-25	16480	$119,486.77	$113,512.06	$19,981.65	$129,166.43	$155,122.48
	Aug-25	16038	$123,939.14	$117,742.28	$22,718.38	$132,920.51	$161,836.00
	Sep-24	10145	$89,950.85	$85,453.20	$13,754.29	$86,026.81	$104,278.31
	Oct-25	11018	$93,844.33	$89,625.86	$12,832.83	$76,792.83	$93,844.33
	Nov-25						
	Dec-25						
	Jan-26						
	Feb-26						
	Mar-26						
	Apr-26						
	May-26						
	Jun-26						
	Fiscal Year	53517	$427,221.09	$406,333.40	$69,287.15	$424,906.58	$515,081.12

Submitted by: Tim VanderBout, Golf Course Manager
Approved by: Jim Burress, Special Services Director

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 18.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Visitor Center

Attachments

Visitor Center October 2025 Monthly Report

ROSWELL
New Mexico

Public Affairs

Monthly Visitor Center Report
October 2025

Visitor Center Retail Store:

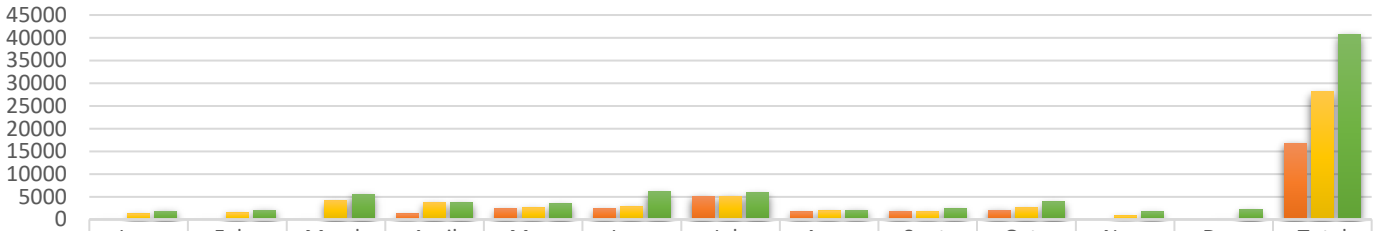
- Welcomed **2057** guest, 939 overnight stays in Roswell or **46%** and **94** Roswell locals.
- **October** sales total **$8710.**
- **Top 5 items sold:** Coin Long Sleeve, Alien Glasses, Believe Tee, We Come in Peace Tee, Trucker Hat.

October Visitation Report

	October Comparison			YTD Comparison		
	2023	2024	2025	2023	2024	2025
Roswell Only	86	113	94	1431	1447	1139
New Mexico Visitors	228	150	105	2673	1909	1393
(Not including Roswell Area)						
US Visitors	3258	2143	1751	30504	21840	13200
(Not including New Mexico)						
International Visitors	279	190	100	2229	2069	1013
Unknown	0	0	7	0	0	7
Totals Visitors	3851	2596	2057	36837	27265	16752

Numbers reflected above are by calendar year
Now closed on Sundays & Mondays

Visitor Comparison By Calendar Year 2025



	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2025	0	0	0	1263	2421	2414	5092	1707	1798	2057			16752
2024	1244	1447	4159	3769	2531	2776	5144	1881	1718	2596	834	0	28099
2023	1862	2081	5566	3674	3455	6053	5896	2073	2326	3851	1726	2200	40763

2025 2024 2023

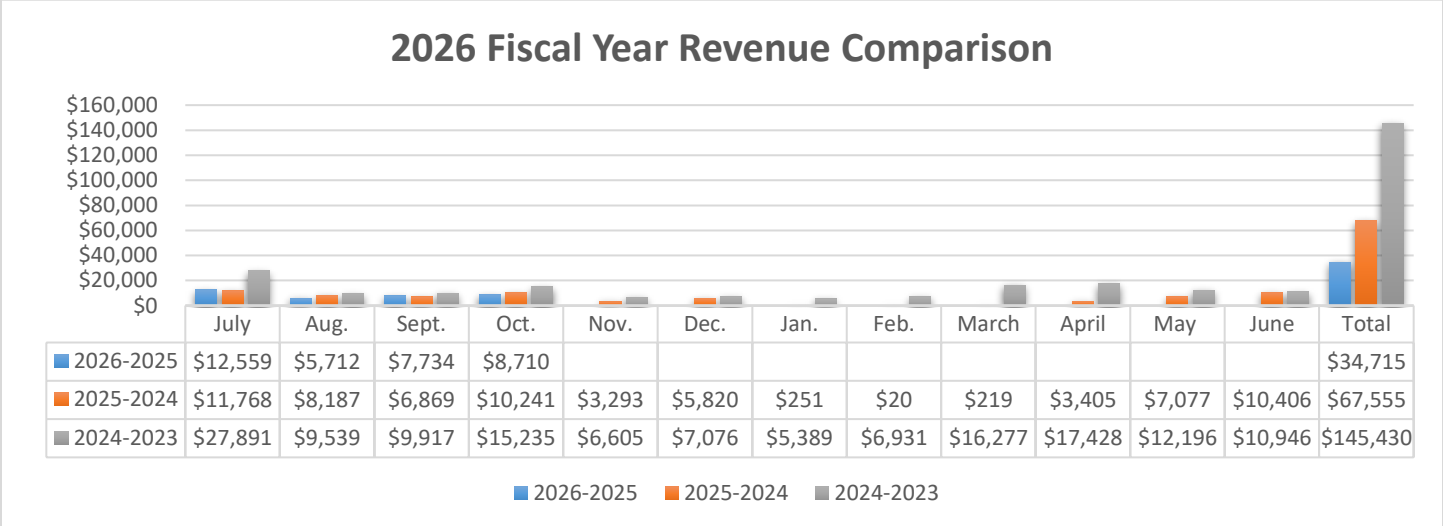
PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6700

roswell-nm.gov
seeroswell.com

Facility Operations:

- Posted events on Community Calendar, SeeRoswell.com and Visit Widget that were submitted to the websites or events that we have looked for through using other resources.
- Promoted blood drives, small businesses, Spring River Zoo, Virtual Events, Roswell Museum and CSPs on KENW-Portales radio station every Thursday which is written by Visitor Center Staff.
- Updated inventory numbers at Visitors Center once a week and stock room once a month.
- Worked on staff training to help with advancements. Staff has started on new CBT that is required yearly.
- 10/8/25 Safety Committee and Final Equipment Road'eo meeting @ 9am - Amanda
- 10/17/25 Equipment Road'eo set up - Amanda
- 10/18/25 Equipment Road'eo event day – Amanda
- 10/22/25 Delivered 30 attraction maps to a group tour staying at Holiday Inn – Jasmine
- 10/24/25 Post Equipment Road'eo meeting – Amanda
- 10/28/25 – 10/30/25 Fall Bash prep and set up in Pioneer Plaza – Amanda
- 10/29/25 Visitor Center Fall Bash set up – Amanda, Jasmine, Dorothy
- 10/30/25 – 10/31/25 Fall Bash event and after event tear down and clean up – Amanda
- 10/31/25 – Visitor Center Fall Bash clean up and tear down, to transition to Thanksgiving set up. – Dorothy & Jasmine.
- Damage to building west window on the north side of the building was broken.
- Received 140 brochures from Roswell Cemetery, 250 Smokey the Bear Historical, 80 New Mexico Fallen Firefighter Memorial, 140 The True Story of Smokey the Bear, 130, Santa Fe, 50 Denver for a total of **790 brochures received for the month of October.**
- Visitor Center staff called out for brochures in October to the following destinations Ruidoso, Albuquerque, Denver, The Valley of Fire, Catwalk National Rec., Santa Fe, Travel New Mexico Magazine, Taos Visitor Center.
- Request for Roswell Attractions Maps and mailed out to Taos Visitor Center.
- 3 Promotional Bags requested.

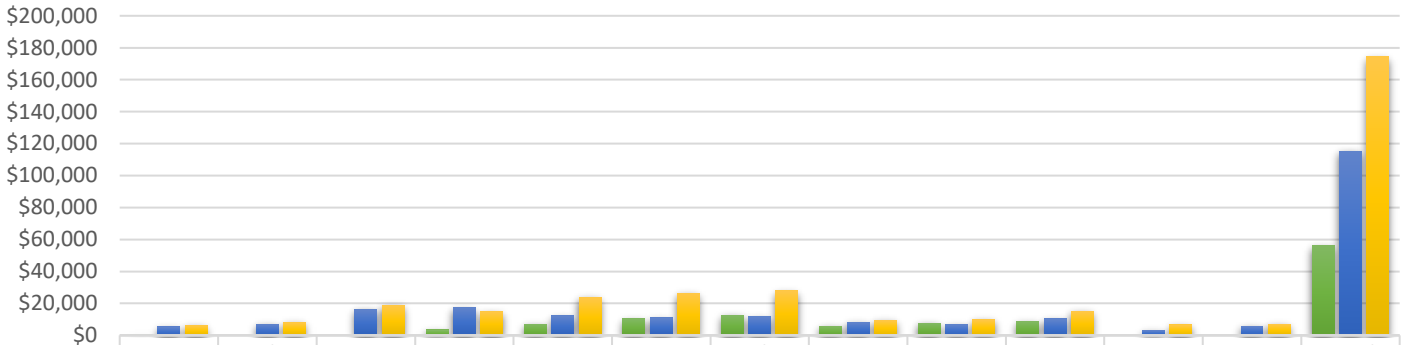


	July	Aug.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	June	Total
2026-2025	$12,559	$5,712	$7,734	$8,710									$34,715
2025-2024	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$251	$20	$219	$3,405	$7,077	$10,406	$67,555
2024-2023	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$145,430

ROSWELL
New Mexico

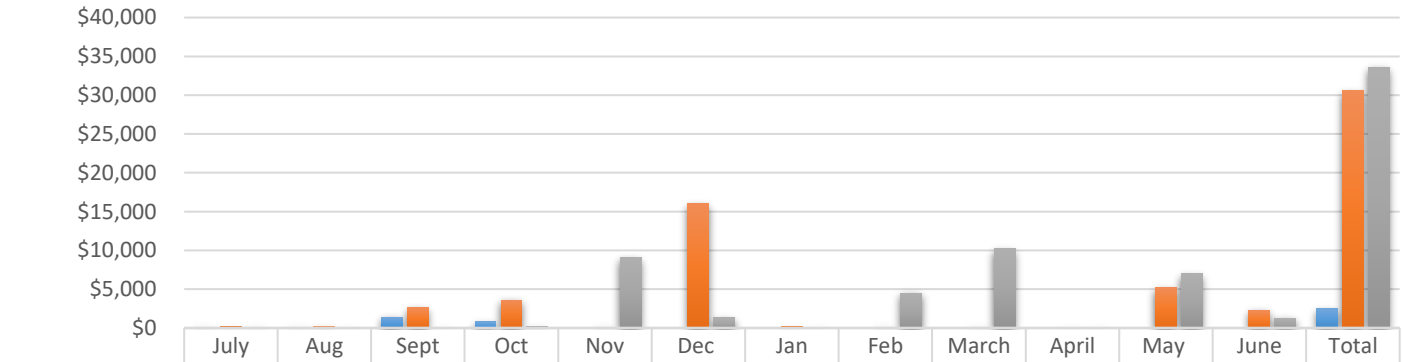
Public Affairs

Calendar Year 2025 Revenue Comparison



	Jan.	Feb.	Mar.	Apr.	May	Jun.	July	Aug.	Sept.	Oct.	Nov.	Dec.	Total
2025	$251	$20	$219	$3,405	$7,077	$10,406	$12,559	$5,712	$7,734	$8,710			$56,092.
2024	$5,389	$6,931	$16,277	$17,428	$12,196	$10,946	$11,768	$8,187	$6,869	$10,241	$3,293	$5,820	$115,345
2023	$6,261	$8,111	$18,725	$14,836	$23,751	$26,428	$27,891	$9,539	$9,917	$15,235	$6,605	$7,076	$174,373

Fiscal Year 2025 Merchandise Expenses



	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June	Total
2026 - 2025	$127	$93	$1,405	$825									$2,451
2024 - 2025	$131	$205	$2,622	$3,594	$128	$16,005	$149	$118	$111	$44	$5,190	$2,280	$30,576
2023 - 2024	$92	$0	$0	$192	$9,041	$1,293	$0	$4,508	$10,183	$0	$7,005	$1,282	$33,596

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6700

roswell-nm.gov
seeroswell.com

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 19.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:**

DEPARTMENT NAME:
Lodgers Tax

Attachments

Lodgers Tax

Lodgers' Tax

December 4, 2025
(Corn/Jones)

Lodgers' Tax Update September 2025 Activity Collected in October 2025

- Three hotels did not report on time.
- STR data shows we were at 62.4% occupancy. Up 6%
- ADR percent change this month is up 23.8% from last year.

CITY OF ROSWELL
5% LODGERS' TAX COLLECTION REPORT
COLLECTED IN OCTOBER 2025 FOR THE MONTH OF SEPTEMBER 2025 ACTIVITY

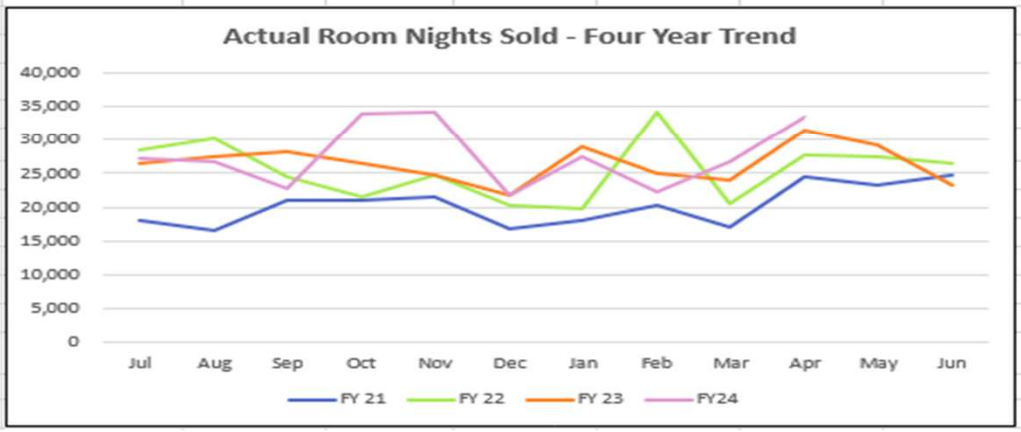
ROSWELL
Finance

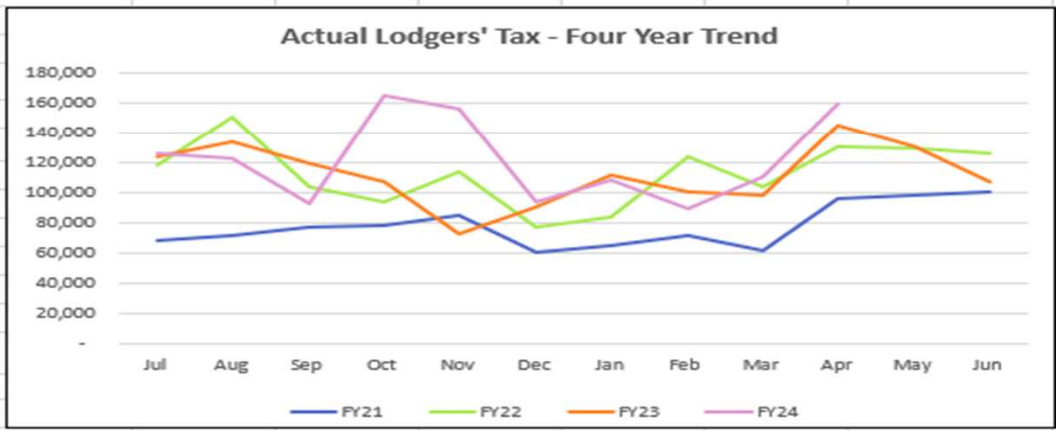
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY 23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990									105,821
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	52.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

LODGERS' TAX COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	123,675	133,648	120,051	107,406	73,116	91,015	111,293	100,743	98,450	145,415	130,573	107,096	$ 1,342,481
FY24	126,306	123,243	92,711	164,942	156,080	94,157	108,666	89,983	110,577	159,226	115,351	126,741	$ 1,467,982
FY25	177,303	159,992	118,806	114,100	157,353	132,870	99,619	95,871	105,116	149,261	117,774	124,547	$ 1,552,612
FY26	126,367	148,321	123,922	139,591									$ 538,201





ROSWELL
Finance

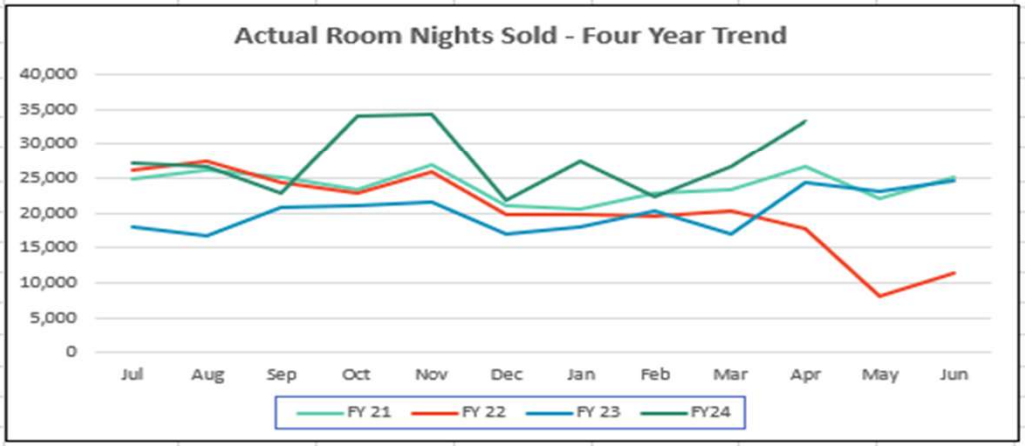
CITY OF ROSWELL
$2.50 CONVENTION CENTER BED FEE COLLECTION REPORT
Collected in September 2025 for August 2025 Activity

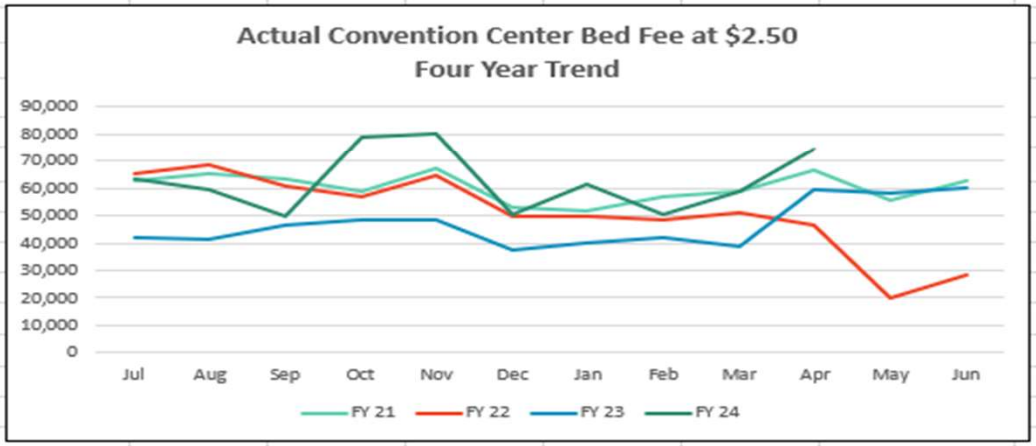
ROOM NIGHTS REPORTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	26,570	27,515	28,330	26,385	24,822	21,885	28,847	24,972	24,102	31,539	29,313	23,353	317,633
FY24	27,246	26,672	22,821	33,964	34,230	21,867	27,393	22,269	26,694	33,329	26,826	27,611	330,922
FY25	34,628	28,716	26,372	25,091	33,101	25,752	22,812	21,634	24,353	29,043	24,629	26,392	322,523
FY26	27,421	27,574	25,836	24,990									105,821
Available Room Nights	47,460	49,042	49,042	47,460	49,042	47,460	49,042	49,042	44,296	49,042	47,460	49,042	
Occupancy %	57.8%	56.2%	52.7%	52.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	

CONVENTION CENTER FEES COLLECTED BY MONTH:

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY23	62,518	65,830	67,088	61,810	44,848	51,480	68,305	57,842	53,238	75,480	63,965	54,313	$ 726,714
FY24	63,160	59,332	49,567	79,130	80,079	50,482	61,255	50,565	58,575	74,128	61,840	63,755	$ 751,868
FY25	80,315	70,870	60,612	56,428	76,247	64,132	53,257	49,550	50,762	63,197	56,455	58,595	$ 740,420
FY26	59,642	63,445	55,335	56,445									$ 234,867





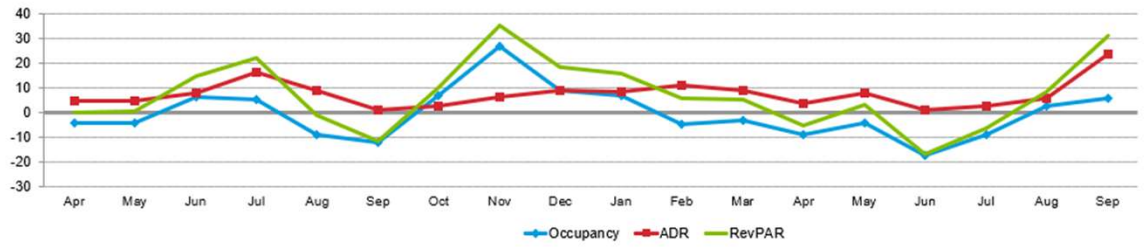
Tab 2 - Trend City of Roswell, NM+: City of Roswell NM

City of Roswell NM

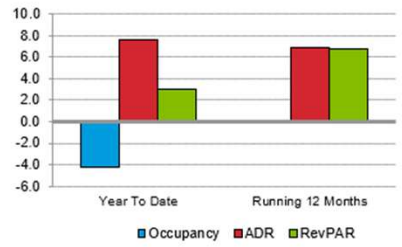
For the Month of September 2025

Currency: USD - US Dolla

Monthly Percent Change



Overall Percent Change



Occupancy (%)	2024									2025									Year To Date			Running 12 Months		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2023	2024	2025	2023	2024	2025
This Year	66.0	62.4	75.8	71.2	58.6	58.9	75.6	70.5	56.2	54.6	62.7	72.8	60.2	59.8	62.5	64.7	60.1	62.4	65.9	65.0	62.2	64.1	63.5	63.5
Last Year	69.0	65.1	71.3	67.6	64.5	67.2	70.7	55.5	51.7	51.0	65.8	75.3	66.0	62.4	75.8	71.2	58.6	58.9	62.0	65.9	65.0	62.5	64.1	63.5
Percent Change	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-9.0	2.6	6.0	6.3	-1.4	-4.3	2.6	-0.8	-0.1

ADR	2024									2025									Year To Date			Running 12 Months		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2023	2024	2025	2023	2024	2025
This Year	100.83	101.82	108.12	113.88	100.78	100.93	104.88	99.58	96.86	97.07	104.81	113.91	104.62	109.66	109.13	116.88	106.66	124.97	95.48	102.30	110.09	92.73	100.70	107.61
Last Year	96.32	97.26	99.98	98.08	92.31	99.80	101.95	93.54	88.81	89.54	94.42	104.40	100.83	101.82	108.12	113.88	100.78	100.93	90.81	95.48	102.30	89.38	92.73	100.70
Percent Change	4.7	4.7	8.1	16.1	9.2	1.1	2.9	6.5	9.1	8.4	11.0	9.1	3.8	7.7	0.9	2.6	5.8	23.8	5.1	7.1	7.6	3.8	8.6	6.9

RevPAR	2024									2025									Year To Date			Running 12 Months		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2023	2024	2025	2023	2024	2025
This Year	66.53	63.52	81.98	81.04	59.05	59.40	79.33	70.24	54.47	52.96	65.70	82.91	62.96	65.62	68.21	75.66	64.14	77.93	62.92	66.46	68.48	59.43	64.00	68.35
Last Year	66.44	63.30	71.33	66.33	59.55	67.07	72.09	51.95	45.88	45.66	62.17	78.64	66.53	63.52	81.98	81.04	59.05	59.40	56.29	62.92	66.46	55.83	59.43	64.00
Percent Change	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.6	8.6	31.2	11.8	5.6	3.0	6.5	7.7	6.8

Supply	2024									2025									Year To Date			Running 12 Months		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2023	2024	2025	2023	2024	2025
This Year	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,215	39,215	37,950	344,253	344,253	344,621	460,265	460,265	460,633
Last Year	37,830	39,091	37,830	39,091	39,091	37,830	39,091	37,830	39,091	39,091	35,308	39,091	37,830	39,091	37,830	39,091	39,091	37,830	344,253	344,253	344,253	460,265	460,265	460,265
Percent Change	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.3	0.3	0.3	0.0	0.0	0.1	0.0	0.0	0.1

Demand	2024									2025									Year To Date			Running 12 Months		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2023	2024	2025	2023	2024	2025
This Year	24,961	24,386	28,684	27,819	22,904	22,265	29,567	26,686	21,984	21,327	22,132	28,454	22,765	23,390	23,646	25,387	23,581	23,665	226,856	223,650	214,347	294,958	292,497	292,584
Last Year	26,097	25,442	26,990	26,437	25,217	25,424	27,641	21,010	20,196	19,934	23,250	29,447	24,961	24,386	28,684	27,819	22,904	22,265	213,380	226,856	223,650	287,480	294,958	292,497
Percent Change	-4.4	-4.2	6.3	5.2	-9.2	-12.4	7.0	27.0	8.9	7.0	-4.8	-3.4	-8.8	-4.1	-17.6	-8.7	3.0	6.3	6.3	-1.4	-4.2	2.6	-0.8	0.0

Revenue	2024									2025									Year To Date			Running 12 Months		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	2023	2024	2025	2023	2024	2025
This Year	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	3,100,940	2,657,308	2,129,350	2,070,209	2,319,675	3,241,097	2,381,769	2,565,020	2,580,416	2,967,177	2,515,123	2,957,439	21,660,108	22,878,698	23,597,924	27,352,352	29,455,647	31,485,523
Last Year	2,513,561	2,474,405	2,698,400	2,592,856	2,327,861	2,537,303	2,818,121	1,965,300	1,793,528	1,784,804	2,195,159	3,074,165	2,516,820	2,482,944	3,101,316	3,168,035	2,308,282	2,247,172	19,377,659	21,660,108	22,878,698	25,694,807	27,352,352	29,455,647
Percent Change	0.1	0.3	14.9	22.2	-0.8	-11.4	10.0	35.2	18.7	16.0	5.7	5.4	-5.4	3.3	-16.8	-6.3	9.0	31.6	11.8	5.6	3.1	6.5	7.7	6.9

Census %	2024									2025								
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Census Props	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17	17
Census Rooms	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1261	1265	1265	1265
% Rooms Participants	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	93.7	93.7	93.7	93.7	93.7	93.7	93.7	93.7

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 20.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Public Affairs

Attachments

October 2025 Monthly report- PA

Public Affairs Department Report

October 2025

Public Affairs

General Public Affairs

- Received on invoices for the department
- Abstract, information gathering, and PPT for Finance Committee item/department reports
- Held virtual meetings with 3 Advertising for marketing initiatives for the City of Roswell tourism and UFO Festival
- Informational booth at NCAR to welcome tourists and give out promotional items
- Fall Bash on 10/30/2025- Estimated attendance of 5,000
- Equipment Road'eo Check-in Table and set up
- Preparing for Christmas on the Plaza- 12/2/2025
- Lodgers' Tax Event negotiations and communications with event organizers
- Sent FixIt forms to the respective departments
- 1 SET meeting- 3 applications reviewed and approved
- Occupancy Tax Board Meeting- Cancelled
- Keep Roswell Beautiful Board Meeting
- Created and ordered marketing collateral for various departments
- Updated OOH billboards / Marquee / Rise vision
- Updating website links on roswell-nm.gov, ufofestival.com, seeroswell.com and flyroswell.com

Current Media Outputs

- Current Campaigns include: Recycling, Help Stop Illegal Dumping, SW Truck Awareness, Water Conservation, Animal Ordinance Update, Mulch, Fall Bash Promotion, SW Holiday Trash Schedule, City Now Hiring, Museum Day Roswell 2025, 2025 Election
- News flashes on website: 1
- Government website updates: Estimated 59
- Form Updates: 0
- New Forms: 0
- Facebook: 73 (excluding tourism page)
- Instagram: 6
- TikToks: 1
- FB Lives: 0
- Rise Vision Updates: 8
- New Digital Billboards & Marquee: 1
- Videos: 1

6 Videos year- to-date
(Jan 1 – December 31)

PO Box 1838
Roswell, NM 88202-1838

TEL: 575.637.6203
FAX: 575.624.6709

roswell-nm.gov
seeroswell.com



Graphic Design-

Created an estimated ***114 graphics.*** During the month of October, Public Affairs focused on creating final materials for the City of Roswell's Equipment Road'eo and Fall Bash. Small projects, such as the Roswell Police Resources poster and Animal Services Howl-O-Ween Adoption event, were taken care of. We started to prepare for the Municipal Election, reminding and encouraging residents to partake in the voting process, and also presenting Solid Waste's Holiday Trash Pickup Schedule, with small leaflets given out at Fall Bash to spread the word.

A large graphic project that we undertook was the creation of a 12-page Wastewater Coloring & Puzzle Book for the WWTP Department to hand out to school-aged children when visiting the facility or at/during career fairs. This was created based off of a previously used generic one with a Roswell twist and branding.

824 Graphics Year-to-Date (Jan 1 – October 31)

Keep Roswell Beautiful:

Contact TJ Conyers for more information
575-315-5183 or t.conyers@roswell-nm.gov





ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 21.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Museum Monthly Report

Attachments

Museum Monthly Report

Roswell Museum

NOVEMBER 2025
MONTHLY REPORT

OCTOBER ATTENDANCE

	FY2025	FY2024	FY2023	FY2022
EVENTS/PROGRAMS	108			
OUTREACH	4500			
VOLUNTEER VISITS	8			
MUSEUM BUSINESS	-			
OCTOBER TOTALS	4616	3,635	3,555	2,125
FISCAL YEAR-TO-DATE TOTALS	10,130	10,354	12,971	10,001

OCTOBER REVENUES

	FY2025	FY2024	FY2023	FY2022
MEMBERSHIP	320			
STORE	35			
OCTOBER TOTALS	355	9,068	17,634	16,541
FISCAL YEAR-TO-DATE TOTALS	955	57,212	70,882	81,512

Please note: Tables were updated in February 2025 to reflect the museum's current closure and categories are those that will be in use during the museum rebuild.

OCTOBER PROGRAMMING

EVENTS/PROGRAMS/OUTREACH	OCCURRENCES for MONTH	ATTENDEES	PARTNERSHIPS/SUPPORT
Community Talk/Museum Birthday	1	30	RMAC Foundation
City of Roswell Fall Bash	1	4500	City of Roswell
Second Saturday	1	78	RMAC Foundation and Roswell Public Library
TOTALS	9	4,966	RMAC Foundation

MEMBERS

	-* current active memberships	-* current active members
FOR MONTH	- new memberships	5 renewals
FISCAL YEAR to DATE	- new memberships	16 renewals

VOLUNTEERS

	12 volunteer hours	8 volunteer visits
FOR MONTH		
FISCAL YEAR to DATE	545.5 volunteer hours	95 volunteer visits

6,216 FACEBOOK FOLLOWERS

1,905 INSTAGRAM FOLLOWERS

653 E-NEWSLETTER SUBSCRIBERS

*Numbers are being recalculated due to non-renewals post flood; update forthcoming.

ACTIVITIES & HIGHLIGHTS

CURRENT STATUS & CONSERVATION

The Museum is currently closed due to the October 2024 flood with collection recovery and rebuilding estimated at 4 years. Recovery efforts and staff are currently centralized at a temporary location.

- Two conservation groups visited in October, Midwest Art Conservation Center and Pacific Coast Conservation, to examine and provide proposals for conservation of the items that remain in Roswell.
- Treatment proposals provided by The Conservation Center for weaponry, wood, textiles, ceramics and basketry have been reviewed and sorted by staff to determine which can proceed under full insurance coverage and which have funding gaps.
- Appraisals continue through Hindman Appraisals to determine individual fair market values for approximately 1900 items from the fine art collection.

RAiR EXHIBITION

The next artist-in-residence exhibition will open with an artist talk and reception at the Anderson Museum of Contemporary Art on November 14 from 5:30 to 7 p.m. for Laurie Fader, a Kentucky-based painter. Fader's work depicts surreal, dystopian landscapes. Roswell Museum staff partner with the RAiR Foundation in the presentation of the exhibitions, which are held at the Anderson Museum during the Roswell Museum's recovery.

NESORIAN

William Goodman recently restored the museum's sculpture *Nesorian*, a work that was constructed in 1972 by Goodman and acquired by the museum in 1974. The sculpture was installed for many years on top of the museum on the north side of the building and was later movced to outside the planetarium. Exacerbated by the flood, the outdoor sculpture had already begun to rust near the base and at some of the joints due to its age and exposure to the elements. As part of a restoration effort, the artist replaced rusted components, restored a kinetic feature, and removed the base, which wasn't original to the artwork. The work is currently on view at Bone Springs Art Space. Thanks goes to the Facility Maintenance department for assistance with the transport and temporary installation of the work.

GODDARD CENTENNIAL PLANNING

A meeting was held on Wednesday, November 12 to kick-off Goddard "First Launch" Centennial plans in recognition of the rocket pioneer's historic liquid propellant flight which took place on March 16, 1926. Staff are also in contact with a steering committee based in Worcester, Massachusetts, where Goddard was born and undertook the historic flight before moving to Roswell in 1930. The planning meeting was attended by representatives of local businesses, educational institutions and non-profits.

The next meeting will be held on Wednesday, December 3 at 4 pm at the Roswell Public Library and is open to anyone wanting to be a part of the effort.

SECOND SATURDAYS

The Museum will present a holiday themed Second Saturday on December 13 at the Roswell Public Library from 10 a.m. to 1 p.m. with shrinky dink ornament making and refreshments.

MUSEUM DAY ROSWELL

The third annual Museum Day Roswell took place on Saturday, November 1 from 10 a.m. to 5 p.m. and included 8 museums at 7 sites with the inclusion of the new Roswell Space Toy Museum this year. The Roswell Museum had a pop-up booth at the Anderson Museum of Contemporary Art due to the flood closure. Each site offered free admission along with other activities including tours, take and make crafts, a book fair, refreshments and giveaways. A passport activity encouraged visitation with all 8 museums and concluded with a grand prize drawing. Approximately 350 people participated in the event with 162 making it to all sites. The event was sponsored in part by Pioneer Bank.

MUSEUM RECOVERY MERCHANDISE

A kitchen towel design by Albuquerque-based illustrator Nicky Ovitt is finalized and printing is in process. The project is sponsored by the RMAC Foundation and is part of a recovery line of merchandise aimed at building awareness of the museum's flood recovery, while celebrating its history. The next project Ovitt is designing is a Goddard-themed bandana.

WREATH RAFFLES

Bone Springs Art Space and the Miniatures and Curious Collections Museum are raffling artist-decorated wreaths beginning November 14 as a fundraiser for the Roswell Museum's flood recovery efforts during the Winter Showcase and Bizarre Bazaar. Details are available on site and through social media.

ATALM CONFERENCE

Curator Aaron Wilder attended the Association of Tribal Archives, Libraries, and Museums (ATALM) Conference during the first week of October. Sessions focused on approaches to building long-term relationships with tribal institutions and navigating recent changes to NAGPRA to ensure timely and ethical repatriation of cultural items. The conference also offered guidance on beginning a broader process of "decolonizing" museum practice—reassessing how museum's collect, interpret, and share cultural materials to ensure that Indigenous perspectives, authority, and stewardship are centered. Insights gained will directly inform compliance efforts and future institutional planning.

STAFF RECOGNITION & ART EDUCATOR CONFERENCE

Museum Educator Jessica Parham received the New Mexico Museum Art Educator of the Year Award during the annual New Mexico Art Education Association's professional development conference on October 18. The award recognizes exemplary classroom practices and/or community contributions in visual and media arts. Parham also gave a talk during the conference titled "After The Flood: When we have a disaster, save the O'Keeffe" that explored educators' roles following a natural disaster and in using damaged educational items (non accessioned items) as starting points for hands-on learning about restoration, conservation, and recovery.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 22.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Roswell Public Library November Report

Attachments

Library Report November

Roswell Public Library
October - November 2025

Accomplishments

Building Improvements Plans

The Roswell Public Library will be closed November 17 – December 1 for renovations. Renovations include installing tile in the children's area that will look like a road with gravel on the edges for the Library Car. The road will have painted strips and seemly curve in and out of the children's area. The gravel will extend in front of the koi pond. We will also have tile installed in front of the circulation desk and entrance to the children's area. We are also having the bookshelves on the south wall removed and relocated. The south wall will be painted while we are closed. We also asked the cleaning crew to polish the floors in the makerspace.

Children's Garden: The completed plans will be presented to the Infrastructure Committee on November 17, and the Finance Committee on December 4. The musical instruments (paid by the Roswell Library Foundation) are expected to be delivered in November. We are working with the Finance Department to sell a CD and have access to the funds set aside for the project. Ideally we would like to go out for bid early 2026.

Service Improvements

Tumblebooks: We used 2022 General Obligation Bond funds to purchase Tumblebooks Library. Tumblebooks Library has over 1100 titles for grades K-6 which include animated talking picture books, read-along chapter books, nonfiction books and National Graphic videos. The Tumblebook Library includes books in English, Spanish and French. The three-year subscription may be used by the area public and private schools.

Programs

Dia de los Muertos: 178 people attended the Dia de los Muertos program at the Roswell Public Library on Saturday, November 1. The program included a blessing for the departed by Father Lato. Cultural dancing by Folkloria. Facepainting, decorating skull sugar cookies, information on creating an altar for a loved one who passed, and workshops on how to create items for the altar (sugar skulls, paper flowers, and paper picado). Diana Bernal coordinated this program. Thanks go to the Roswell High School Spanish club which helped create the community altar. Special thanks to Marcos Nava who assisted and supported the event. Thanks also to the Roswell Hispano Chamber of Commerce, Roswell Library Foundation and Friends of the Roswell Public Library.

Spice Club: Sage was the spice of the month of November.

Grants and Donations

State Grants in Aid: The Roswell Public Library will receive $10,000 in New Mexico Grant in Aid to Public Libraries. Funds must be spent by June 1, 2026 or remaining funds have to be returned. These are restricted funds for library service improvements.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 23.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

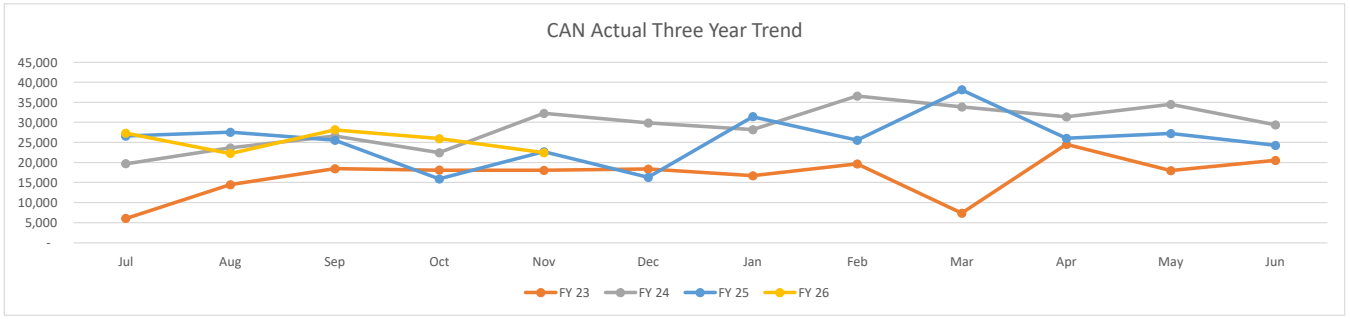
DEPARTMENT NAME:
Cannabis Excise Tax
Gross Receipts Tax

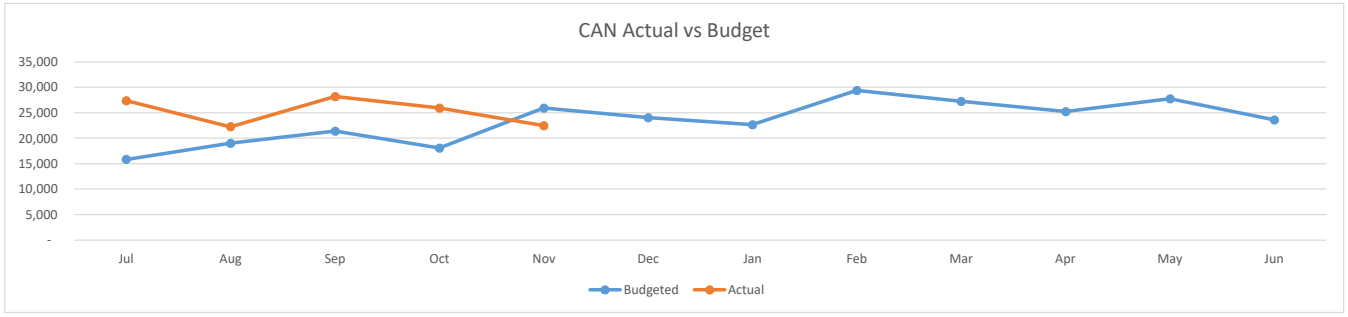
Attachments

Cannabis Excise Tax
Gross Receipts Tax
GRT Allocation
Public Safety

City of Roswell
Cannabis Excise Tax
November 2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 23	6,091	14,494	18,482	18,108	18,096	18,422	16,719	19,631	7,352	24,557	17,949	20,569	200,469		**200,469**
FY 24	19,733	23,688	26,592	22,491	32,293	29,911	28,210	36,580	33,857	31,409	34,507	29,406	348,677	73.9%	**348,677**
FY 25	26,593	27,541	25,544	15,944	22,724	16,310	31,430	25,563	38,136	26,059	27,204	24,268	307,316	-11.9%	**307,316**
FY 26	27,337	22,256	28,178	25,929	22,451								126,151	-59.0%	**126,151**
26 over 25	**2.8%**	**-19.2%**	**10.3%**	**62.6%**	**-1.2%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-59.0%**		

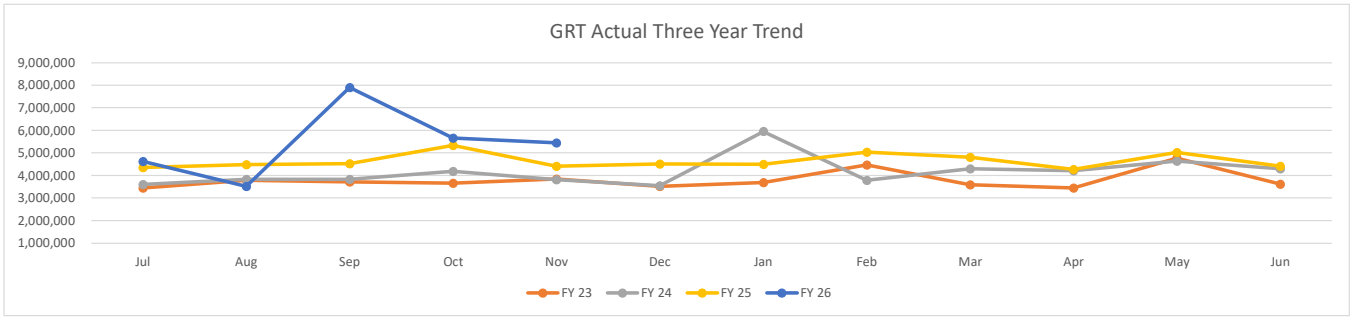


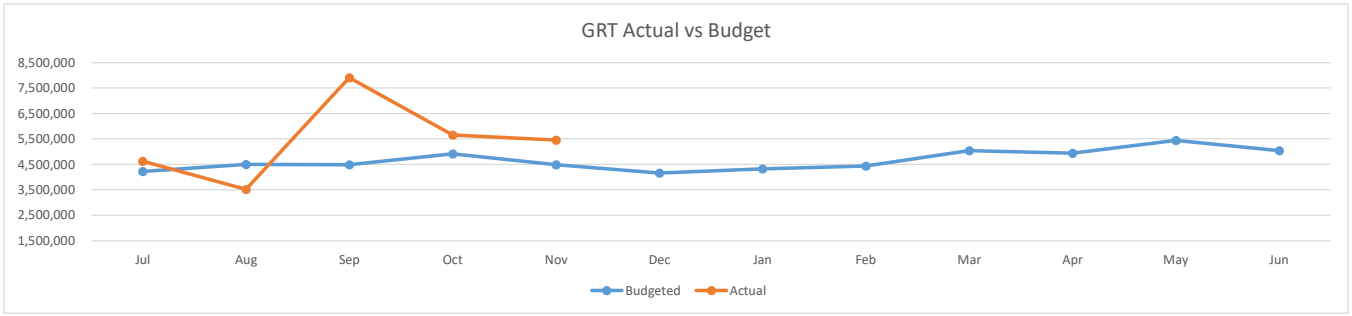


	Budgeted	Actual	Variance
Jul	15,848	27,337	11,489
Aug	19,023	22,256	3,233
Sep	21,362	28,178	6,816
Oct	18,058	25,929	7,871
Nov	25,926	22,451	(3,475)
Dec	24,006		(24,006)
Jan	22,658		(22,658)
Feb	29,370		(29,370)
Mar	27,207		(27,207)
Apr	25,218		(25,218)
May	27,707		(27,707)
Jun	23,617		(23,617)
Total	**280,000**	**126,151**	**(153,849)**
% FYTD			**-54.9%**

City of Roswell
Gross Receipts Tax
November 2025

FY	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals	YTD Period % Change	Total
FY 19	3,131,599	2,939,761	2,717,100	2,851,428	2,747,878	2,708,431	2,781,667	3,114,447	2,690,121	2,700,303	2,973,891	2,763,391	34,120,016		**34,120,016**
FY 20	2,860,221	3,248,842	5,450,435	2,804,337	3,799,352	3,162,914	2,788,688	3,186,544	2,790,481	2,464,194	2,876,027	2,809,756	38,241,792	10.8%	**38,241,792**
FY 21	3,022,870	3,102,729	3,004,044	2,972,865	2,954,877	2,791,196	2,669,024	3,323,947	2,848,487	2,712,994	3,440,838	3,310,495	36,154,366	-5.8%	**36,154,366**
FY 22	2,905,150	3,365,250	3,274,874	5,322,186	3,503,137	3,415,875	3,433,365	3,746,860	3,298,203	3,207,034	3,796,595	3,493,551	42,762,081	15.5%	**42,762,081**
FY 23	3,451,125	3,781,199	3,720,713	3,659,178	3,836,550	3,520,939	3,690,743	4,468,601	3,592,680	3,450,237	4,773,189	3,610,211	45,555,365	6.5%	**45,555,365**
FY 24	3,601,500	3,833,199	3,825,702	4,187,623	3,821,397	3,550,450	5,949,131	3,784,152	4,297,716	4,213,352	4,643,710	4,296,782	50,004,713	9.8%	**50,004,713**
FY 25	4,360,577	4,481,811	4,529,227	5,334,898	4,410,155	4,515,089	4,501,105	5,035,167	4,810,285	4,274,929	5,021,295	4,404,839	55,679,377	11.3%	**55,679,377**
FY 26	4,625,684	3,517,302	7,903,051	5,654,926	5,450,801								27,151,765	-51.2%	**27,151,765**
26 over 25	**6.1%**	**-21.5%**	**74.5%**	**6.0%**	**23.6%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-100.0%**	**-51.2%**		





	Budgeted	Actual	Variance
Jul	4,220,150	4,625,684	405,534
Aug	4,493,287	3,517,302	(975,985)
Sep	4,484,504	7,903,051	3,418,547
Oct	4,909,769	5,654,926	745,157
Nov	4,478,402	5,450,801	972,399
Dec	4,162,932		(4,162,932)
Jan	4,325,999		(4,325,999)
Feb	4,436,170		(4,436,170)
Mar	5,038,498		(5,038,498)
Apr	4,939,601		(4,939,601)
May	5,444,599		(5,444,599)
Jun	5,037,177		(5,037,177)
Total	**55,971,088**	**27,151,765**	**(28,819,323)**
% FYTD			**-51.49%**

CITY OF ROSWELL

GRT ALLOCATION

FY26

Income

Fund	July Actuals	August Actuals	September Actuals	October Actuals	November Actuals	December Actuals	January Actuals	February Actuals	March Actuals	April Actual	May Actuals	June Actuals	Total Actuals
General Fund	3,130,516.79	2,379,279.67	5,327,317.59	3,800,971.34	3,663,384.86	-	-	-	-	-	-	-	18,301,470.25
Flood	451,757.87	345,001.63	800,115.38	587,069.91	566,389.53	-	-	-	-	-	-	-	2,750,334.32
Recreation	391,242.58	297,355.58	665,798.96	475,042.36	457,847.04	-	-	-	-	-	-	-	2,287,286.52
Public Safety	652,166.99	495,665.14	1,109,819.25	791,842.68	763,179.82	-	-	-	-	-	-	-	3,812,673.88
	4,625,684.23	**3,517,302.02**	**7,903,051.18**	**5,654,926.29**	**5,450,801.25**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**27,151,764.97**

CITY OF ROSWELL
PUBLIC SAFETY
AS OF 12/1/25

ORG	OBJ	ACCOUNT DESCRIPTION	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
5500	411100	GRT Muni	-5,417,634.00	0.00	-5,417,634.00	-2,291,945.27	0.00	-3,125,688.73	42.3%
5500	411500	GRT St Sha	-3,327,741.00	0.00	-3,327,741.00	-1,520,728.61	0.00	-1,807,012.39	45.7%
		Revenue Total	**-8,745,375.00**	**0.00**	**-8,745,375.00**	**-3,812,673.88**	**0.00**	**-4,932,701.12**	43.6%
55004125	652404	Cnt-AmbSvc	1,248,000.00	0.00	1,248,000.00	520,000.00	728,000.00	0.00	100.0%
55004125	712210	G&A-GRTAdm	142,500.00	0.00	142,500.00	69,248.14	0.00	73,251.86	48.6%
55004125	817505	Cap-Equip	0.00	849,625.95	849,625.95	0.00	849,625.95	0.00	100.0%
55004125	817506	Cap-Vhcle	0.00	1,778,782.49	1,778,782.49	0.00	1,778,782.49	0.00	100.0%
		Public Safety Expense	**1,390,500.00**	**2,628,408.44**	**4,018,908.44**	**589,248.14**	**3,356,408.44**	**73,251.86**	98.2%
		Fund 5500 Surplus (Deficit):	**-7,354,875.00**	**2,628,408.44**	**-4,726,466.56**	**-3,223,425.74**	**3,356,408.44**	**-4,859,449.26**	-2.8%

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 24.

Finance Committee
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

DEPARTMENT NAME:
Finance Committee -January 2026 Meeting Date

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 25.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:

Consider recommendation of the National Championship Air Races Lodgers' Tax Funding Request to City Council in the amount of $300,000 for marketing as outlined in their Memorandum of Understanding. (Conyers)

BACKGROUND:

Initiated by: TJ Conyers

From their application:

Following the highly anticipated successful inaugural year in 2025, the National Championship Air Races (NCAR) will return to Roswell, New Mexico, for its 2nd annual event, solidifying Roswell's role as the new home for one of aviation's most prestigious spectacles. Held at the historic Roswell Air Center, the 2026 event is scheduled for September 9--13, continuing to elevate Roswell's profile on the national and international stage. Recognized globally as "The World's Fastest Motorsport," the NCAR combines competitive air racing with world-class aviation entertainment. The National Championship Air Races currently has a Memorandum of Understanding with the City of Roswell for funding of up to $300,000 per year, subject to Occupancy Tax Board and Governing Body approval. Historical Lodgers' Tax Funding Data: Sponsorship FY2025- $300,000

FINANCIAL CONSIDERATION:

Financial Impact (Revenue & Expense) -- Budgeted

Revenue: 2622-414100 (Lodger's Tax 5%) - $1,501,798.00
2622-414105 (Lodger's Tax 5 % >31 Days) - $69,197.00

Expense: 26224081-672828 (Public Relations - Special Events)
Current/Original Budget: $610,000.00
Remaining Budget: $585,000.00
Requested Amount: $300,000.00

LEGAL REVIEW:

None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:

The Occupancy Tax Board recommended (4-1) funding the National Championship Air Races in the amount of $300,000 at their July 22, 2025, meeting.

STAFF RECOMMENDATION:

Proceed as presented

Attachments

LT application
Cover Letter

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/2/2025 via email/TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: July 1, 2025

Event Name: National Championship Air Races Event Date: 9/10 - 9/14 2026

Organization: Reno Air Racing Association Event Time:

Event Address: 1 Jerry Smith Cir City/State/ZIP: Roswell, NM 88203

Website: https://airrace.org Phone: 775-972-6663 Email: ggibson@airrace.org

Organizer: Reno Air Racing Association Mobile: 813-507-1799

Second Organizer: N/A Mobile:

EVENT DETAILS

Estimated # Attending: 80,000 Anticipated # of hotel rooms booked: 45,000

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: Pending # of hotel rooms booked: Pending

Description of Event Logistics:

Following the highly anticipated successful inaugural year in 2025, the National Championship Air Races (NCAR) will return to Roswell, New Mexico, for its 2nd annual event, solidifying Roswell's role as the new home for one of aviation's most prestigious spectacles. Held at the historic Roswell Air Center, the 2026 event is scheduled for September 9–13, continuing to elevate Roswell's profile on the national and international stage. Recognized globally as "The World's Fastest Motorsport," the NCAR combines competitive air racing with world-class aviation entertainment.

The 2025 event is expected to draw tens of thousands of visitors to Roswell, setting a high initial benchmark for attendance, economic impact, and community participation. Building on that momentum, the 2026 races are expected to surpass the first year's turnout, attracting even greater numbers of aviation enthusiasts, tourists, and families.

Sponsorship amount requested:	$300,000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

The National Championship Air Races (NCAR) regularly attracted a substantial tourist trade in Reno which we expect to continue in Roswell. We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance below). Based on those statistics, Roswell can expect an estimated $1.1 million in Lodgers Tax receipts to the region (based on 56,000 out-of-town visitors staying average of 2.64 room nights per).

Source for detail provided: Special Event Report: 2019 National Championship Air Races Economic Impacts on Wash

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Over the past ten years, the event has attracted more than 1 million spectators to the area and generated more than $800 million for the region's economy.

In 2019, the event had a unique attendance of approximately 82,000 with 65% being non-local visitors. 73.7% of non-local attendees stayed in a hotel. The average total spending per attendee was $2,224.43. The overall estimated economic impact was $91.7 million. (Source: Special Event Report: 2019 National Championship Air Races Economic Impacts on Washoe County, NV and Attendee Statistics, prepared by the University of Nevada, Reno, Economic Development Center and Center for Regional Studies)

In 2023, the event had a unique attendance of approximately 113,236 with 71% being non-local visitors. 72.3% of non-local attendees stayed in a hotel. The average total spending per attendee per day was $951.65. The overall estimated economic impact was $158.6 million. (Source: Special Event Report: 2023 National Championship Air Races

Award dollars previously used: $300,000

Prior year attendance: Expected to exceed 75,000 unique visitors

of overnight room nights booked: Expected to completely sell out all local available room nights Roswell and the sur

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). Based on those statistics, Roswell can expect an estimated $13 million in GRT receipts (based on $2,200 average spending per visitor using Roswell GRT rate of 7.8958%).

Attendance typee & transportation to Roswell:

Average daily spending on food/beverage: 2200

Source for data provide listed above: Special Event Report: 2019 National Championship Air Races Economic Impacts

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

We expect the September 2025 event in Roswell to correspond to the economic impact statistics of 2019 (see Historical Performance above). The total unique attendees should be approximately 80,000 of which approximately 56,000 (70%) will be out-of-town attendees.

24000 Local

56000 Outside

70 % of attendance from outside of Roswell

Source for data provided: Special Event Report: 2019

Uniqueness of Event (30 points): What makes this event different from others?

The National Championship Air Races (NCAR) is a one-of-a-kind event with nearly six decades of continuous history. As the world's only multi-class, closed-course pylon racing event, it showcases more than 150 competing aircraft across seven high-performance race classes. Racers go head-to-head around a closed aerial course, often flying just 50 feet off the ground and reaching speeds approaching 500 mph in the fastest categories. The result is an atmosphere pulsing with intensity, precision, and adrenaline—an experience unmatched in motorsports.

Returning to Roswell, New Mexico, for its second year, the 2026 NCAR builds on the excitement and momentum of its successful Roswell debut. What was once a "bucket list" moment in 2025—marking the relocation of this iconic event from Reno—is now poised to become a new tradition for Roswell and southeastern New Mexico. In September, the region will again transform into the epicenter of the air racing world, welcoming hundreds of aircraft, pilots, crew members, and tens of thousands of fans who gather annually to celebrate the sport, the speed, and the community.

While NCAR is a globally unique spectacle, its presence in Roswell represents more than just entertainment. The city's successful bid to host the event—prevailing over more than 30 competing cities, many with larger markets and greater

Occupancy Tax Board Use Only

Return on Investment (25 points):		General Attendance (10 points):	
Historical Performance (10 points):		Uniqueness of Event (30 points):	
Other Economic Impact (25 points):		Total (100 points):	

OFFICIAL USE ONLY

OTB Date: 7/22/2025 Finance Committee Date: 8/7/2025 Council Date: 8/14/2025

Last Day of Event: 9/14/2026 Reimbursement Request Due Date (90 days from last day of event): 12/14/2026

Roswell Lodgers' Tax Funding Committee
City of Roswell
425 N Richardson Ave
Roswell, NM 88201

1 July 2025

Dear Members of the Lodgers' Tax Grant Committee,

On behalf of the Reno Air Racing Association (RARA), I am pleased to submit this application requesting sponsorship through the City of Roswell's Lodgers' Tax Funding Program. We are seeking $300,000 in support to assist with marketing and promotional efforts for the **2026 National Championship Air Races**, which will mark the **second year of this legendary event in our new home—beautiful Roswell, New Mexico.**

While the inaugural Roswell-based event has not yet taken place, early indicators point to a **runaway success for 2025**. Ticket sales are already robust, and **every available lodging option in the greater Roswell region is expected to be fully booked** for the duration of the 2025 event. Based on this momentum, we are projecting **attendance to exceed 70,000 in 2025**, and we fully anticipate that the 2026 event will draw even larger crowds and greater media attention.

The National Championship Air Races is the **world's only multi-class, closed-course pylon air racing event**, known internationally as *"The World's Fastest Motorsport."* This unique event has captivated aviation and motorsport fans for nearly 60 years and now brings that energy and global attention to Roswell. In addition to thrilling race action, the event offers military and civilian airshows, a wide range of aircraft displays, a vibrant vendor midway, and significant STEM and educational programming—all of which contribute to a weeklong experience that delivers measurable economic and cultural value to the host city.

Funding from the Lodgers' Tax Program in 2026 will enable RARA to build on our inaugural year by implementing a **broad-reaching promotional campaign** designed to attract new and returning attendees to Roswell. This campaign will include:

- **Targeted Digital and Print Advertising** focused on driving tourism and promoting Roswell's unique identity.
- **Social Media and Content Creation** highlighting local stories, culture, and attractions in coordination with the 2026 event.
- **Collaborative Promotional Partnerships** with local businesses and tourism stakeholders.
- **Enhanced Programming** that integrates Roswell's character into the experience for all guests.

The City of Roswell made history by winning the opportunity to host NCAR against more than 30 other cities across the country. That selection was a testament to the strength of your community, leadership, and vision. With the 2026 event, we aim to further elevate Roswell's standing as a **premier destination for major events**, ensuring economic impact through increased visitation, full-capacity lodging, and national media exposure.

We are grateful for the support the City of Roswell has already shown and are eager to continue growing this transformational partnership. Should you require any additional details or documentation, please don't hesitate to reach out.

Sincerely,



Greg Gibson
Marketing and Business Development Manager
Reno Air Racing Association

CC:
Mike Espiritu
Fred Telling
Bobbi Thompson
Tony Logoteta

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 26.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Galacticon Fair Lodgers' Tax Funding Request to the City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: We are requesting sponsorship of a free-to-the-public attraction(s) to be held outside the Galacticon facility to draw people to all areas of the UFO Festival footprint. We will provide appropriate and family-friendly attractions for all ages. It will be open during the Galacticon hours and overseen by the Galacticon Director. This will be the third year we have requested sponsorship and received it in both previous years.

2 years of Historical Lodgers' Tax Funding Data: Sponsorship
FY2024- Awarded $10,000- Expended $7,414.88
FY2025- Awarded $8,000- Expended $3,700
FY2026- Requested $8,000

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
$8,000 for sponsorship of Galacticon 2026.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Galacticon $8,000 in sponsorship at their July 22, 2025, meeting.;

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

Galacticon LT App

ROSWELL
New Mexico

ROSWELL
New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

Revised 04/16/25

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: _____

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☐ Sponsorship

Today's Date: _____

Event Name: _____ Event Date: _____

Organization: _____ Event Time: _____

Event Address: _____ City/State/ZIP: _____

Website: _____ Phone: _____ Email: _____

Organizer: _____ Mobile: _____

Second Organizer: _____ Mobile: _____

EVENT DETAILS

Estimated # Attending: _____ Anticipated # of hotel rooms booked: _____

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: _____ # of hotel rooms booked: _____

Description of Event Logistics:

Sponsorship amount requested:	8000

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	8000

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: _____

Source for data provide listed above: _____

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

_____ Local

_____ Outside

_____ % of attendance from outside of Roswell

Source for data provided: _____

Uniqueness of Event (30 points): What makes this event different from others?

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 27.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Galacticon and Roswell Daily Record Funding Request to the City Council in the amount of $20,000 for marketing, sanitation, and security. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: This is the fifth year that the Galacticon and the Roswell Daily Record have worked together to promote the Roswell UFO Festival, supporting the city's economy and tourism industry. After losing the Convention Center in October of 2024, we have held our activities downtown as part of the UFO Festival weekend. In 2025, the RDR supported the patriotic Aerial Drone Show for the public. The Galacticon was held in the Roswell UFO Museum Annex at 119 North Main in the former La-Z-Boy showroom, now owned by the Museum. We helped fund our part of the advertising and marketing of the event and plan to do so again.

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security.
FY2023- No record of application
FY2024- Did not apply as a joint effort
FY2025- Awarded $20,000- Expended $11,413.13

FINANCIAL CONSIDERATION:
$20,000 for marketing, sanitation and security.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Galacticon and Roswell Daily Record $20,000 for marketing, sanitation, and security at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as prresented.

Attachments
Galacticon/RDR Marketing LT application

ROSWELL
New Mexico

ROSWELL
New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

Revised 04/16/25

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: _____

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☐ Sponsorship

Today's Date: _____

Event Name: _____ Event Date: _____

Organization: _____ Event Time: _____

Event Address: _____ City/State/ZIP: _____

Website: _____ Phone: _____ Email: _____

Organizer: _____ Mobile: _____

Second Organizer: _____ Mobile: _____

EVENT DETAILS

Estimated # Attending: _____ Anticipated # of hotel rooms booked: _____

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: _____ # of hotel rooms booked: _____

Description of Event Logistics:

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: _____

Source for data provide listed above: _____

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

_____ Local

_____ Outside

_____ % of attendance from outside of Roswell

Source for data provided: _____

Uniqueness of Event (30 points): What makes this event different from others?

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **28.**
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of the Roswell Daily Record Lodgers' Tax Funding Request to City Council to open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Partner with the City of Roswell for an Independence Day Aerial show. An Aeriel Spectacle is a visually stunning drone light show designed to draw locals and visitors alike for an unforgettable evening of entertainment. Utilizing state-of-the-art drone technology, the event features hundreds of synchronized, LED-equipped drones performing choreographed aerial displays set to music. The show highlights regional culture, landmarks, and themes through innovative sky-based storytelling. The event is family-friendly, free to the public, and held in an open outdoor venue to encourage wide attendance and maximize tourism impact. Complementary attractions- such as Main Street Roswell's live music, local food vendors, UFO Museum, and Galacticon, will enhance the visitor experience and extend overnight stays. that is free to the public and will be located in Downtown Roswell.

2 years of Historical Lodgers' Tax Funding Data: Sponsorship
FY2024- Awarded $10,000- Expended $10,000
FY2025- Awarded $10,000- Expended $10,000 (helped fund City of Roswell Drone Show for UFO Festival)

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
Requesting $20,000 for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award Roswell Daily Record $0 in sponsorship at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

RDR LT app

ROSWELL
New Mexico

ROSWELL
New Mexico
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

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    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

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7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: 7/8/25- via email-TJC

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☑ Sponsorship

Today's Date: 06/08/2025

Event Name: Roswell Daily Record's Roswell Incident Arial show Event Date: 07/03/2026

Organization: Roswell Daily Record Event Time: 9:00 pm

Event Address: Downtown Roswell City/State/ZIP: Roswell

Website: rdrroswellincident.co, Phone: 575-703-5180 Email: saralei@rdrroswellincident.com

Organizer: SaraLei Fajardo Mobile: 575-703-5180

Second Organizer: City of Roswell Mobile:

EVENT DETAILS

Estimated # Attending: information data not available Anticipated # of hotel rooms booked:

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: information data not available # of hotel rooms booked:

Description of Event Logistics:

Partner with the City of Roswell for an Independence day Aerial show. An Aeriel Spectacle is a visually stunning drone light show designated to draw locals and visitors alike for an unforgettable evening of entrainment. Utilizing state-of-the-art drone technology, the event features hundreds of synchronized, LED-equipped drones performing choreographed aerial displays set to music. The show highlights regional culture, landmarks and themes through innovative sky-base story telling.
The event is family-friendly, free to the public and held in an open outdoor venue to encourage wide attendance and maximize tourism impact. Complementary attractions- such as Main Street Roswell's live music, local food vendors, UFO Museum, and Galaticon, will enhance the visitor experience and extend overnight stays. that is free to the public, that will be located in Downtown Roswell.

Sponsorship amount requested:	20,000.00

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*
	Will be covered in advertisng/marketing request		

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

This is the biggest tourism event of the year for Roswell, and we are a large part of it. We have participated in the planning and the execution of the event as an equal partner to the city, MainStreet, and the UFO Museum. We are asking for assistance to market our events and the free sponsored events to encourage tourism and make the visitors happy with alternative activities and fun, free events. The UFO Festival attendance is estimated at 20,000 by MainStreet over the three days including the direct counts of attendance of the UFO Museum at 9,123 and the Galacticon at 2974. MainStreet reports the following Information provided by Main Street America, via PacerAI: from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

2025 Joint Advertising Budget:

Local Newspaper:	Full page ads for UFO Festival Events	$2400	
	1/2 page ads for UFO Festival Events	1750	
Digital Billboard	30 days	1200	
On-line Website ads	30 days	800	ToTal inc tax = $6636
Radio Advertising	7 regional radio stations	$2000	
Billboard	in Roswell	$689	inc tax
Printed Signage	Galacticon & UFO Car	$432	inc tax

Award dollars previously used: 20,000.00

Prior year attendance: 2024 UFO Festival Attendance estimated by Mainstreet at 20,000 - Convention Center - ap 35

of overnight room nights booked: 2024 hotel nights for Galacticon - 45; nights for RDR - 12 plus visitor bookings

Estimated cost of service request from City Departments (not scored):

Co-sponsor of the City of Roswell

2024 figures are presented because 2025 statistics were not available by the Lodgers Tax Request deadline of 7/8/25.

in2024, Mainstreet Roswell reported the following:

City Personnel - $30 per hr x 5 x 5hrs = $750

Emergency Personnel - $55 per hr x 6 x 5hrs = $1650

Barrels - 10 x $2 = $20
Barricades - 10 x $10 = $100
Warning Signs - 15 x $10 = $150
Cones - 45 x $2 = $90

Galactiocn and RDR did not receive security or clean-up from the above services at the convention center which were included in the facility rental fees; but were part of the UFO Festival weekend.

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide.

Among them are the free patriotic aerial Drone Show sponsored by the Roswell Daily Record and the City. This amazing display drew a huge crowd to the heart of the city to view the show. RDR also provided a newspaper supplement for visitors with details, bios and business information for the locals and tourists alike.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants. This is a win for Roswell!

Attendance typee & transportation to Roswell: Locals, Tourist via automobile and air transport

Average daily spending on food/beverage: $100-$200

Source for data provide listed above: 2024 Survey Monkey results provided by Mainstreet

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

2025 results and attendance figures are not available for the LT deadline of July 8, 2025. We will use 2024 data where necessary. Data should be available in time for the OTB meeting.

The 2024 UFO Festival attendance was estimated at 20,000 over the three days including the direct counts of attendance of the UFO Museum, 9,123 and the Galacticon 2974.

MainStreet reported the following Information provided by Main Street America, via PacerAI: Last year from June 30 - July 2, 2023 visitors over these 3 days were about 45,000 with a total of 56,400 visits meaning one out of four visitors came to the district 2 out of the 3 days of the festival (in Pacer data, each "visitor" can only "visit" once per day, so averaging 1.25 visits in a three-day period can only mean that some people were repeat visitors two or three, out of the three days.) 33 hotel nights were utilized by UFO/AlienFest entertainment. Hotels reported an occupancy rate of 45% to 100% during the weekend.

10,000 Local

10,000 Outside

50 % of attendance from outside of Roswell

Source for data provided: Survey results by Mainstreet

Uniqueness of Event (30 points): What makes this event different from others?

The name 'Roswell' is known to the world for its UFO and Alien connection. We see that this is the hook for tourism and interest that boosts the economy of our community.

We are positive that our involvement was important to the variety of events and activities offered the visitors to the UFO Festival weekend. The event is well attended due to this variety and the unique events we provide. Among them are the free patriotic aerial Drone Show, the indoor vendor hall with outstanding sci-fi genre collectibles, art and authors row the two rooms of gaming tables for that huge demographic, and the attractions such as the Internet sensation "Flying Saucer Car" that was a huge success. All of this combines to keep the visitor in town longer and coming back next year.

With the higher numbers of visitors, the overall economic impact of the UFO Festival and our events are greatly increased. This includes lodging, restaurants, entertainment locations and local merchants.

Occupancy Tax Board Use Only

Return on Investment (25 points): _____ General Attendance (10 points): _____

Historical Performance (10 points): _____ Uniqueness of Event (30 points): _____

Other Economic Impact (25 points): _____ Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee **29.**
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Consider the recommendation of MainStreet Roswell for UFO Festival Lodgers' Tax Funding Request to City Council in the amount of $20,000 for marketing, sanitation, and security, and open negotiations with the City of Roswell for sponsorship. (Conyers)

BACKGROUND:
Initiated by: TJ Conyers

From their application: Roswell is known for the UFO / AlienFest event. This event and Roswell are known statewide, nationally, and internationally as the UFO Capital of the world. This was evident in the number of people who attended and the number of local and national news stations that covered the event, from the Alien car to the UFO Parade. It was great to the see the City of Roswell embrace the event and get in on the fun from merchants decorating their windows, wearing costumes, and inviting the overall public to have a nice cold drink of water. Pets were not left out with the annual Pet Costume contest held by the Galacticon to merchants putting out water on the sidewalk to hydrate our furry friends. Working collaboratively, the UFO Museum, MainStreet Roswell, Roswell Galacticon, Roswell Daily Record, Roswell Miniature Museum, Roswell Museum and the City of Roswell we were able to provide a unique experience that captured the essence of aliens and UFO's with a 7 block street festival, 2 stages, kid friendly fun such as the foam party, water slide & blow-ups in the Main Street district. This year, we added a car show and corn-hole competition. The Galacticon and Roswell Daily Record provided world-renowned speakers, vendors, hosted the Alien Car & sponsored the Drone Show, in coordination with the City of Roswell. Roswell Miniature Museum hosted the community created Trekstar installation using recycled materials. This event is unique due to the collaborative nature of the event that makes it an out of this world event!

3 years of Historical Lodgers' Tax Funding Data: Marketing, sanitation, and security
FY2023- Awarded $32,476.00- Expended $16,238.00 (old policy of 50% reimbursement)
FY2024- Awarded $100,000- Expended $88,741.01 (Collaboration between MSR and city)
FY2025- Awarded $20,000- Expended $20,000 (documentation for event due 8/6/2025)

Sponsorship
FY2024-Awarded $60,000- Expended $52,201.75
FY2025- Awarded $50,000- Expended- $50,000 (documentation for event due 8/6/2025)

FINANCIAL CONSIDERATION:
Funding Source: In the FY26 Adopted Budget line item 26224081 672828.
$20,000 for marketing, sanitation and security, and negotiations with the City of Roswell for sponsorship.

LEGAL REVIEW:
None at this time. The Legal Department will review the sponsorship agreement before signatures are collected.

BOARD AND COMMITTEE ACTION:
The Occupancy Tax board recommended (5-0) to award MainStreet Roswell for UFO Festival $20,000 for marketing and $20,000 in sponsorship at their July 22, 2025, meeting.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments

MSR LT app

ROSWELL
New Mexico

ROSWELL
New Mexico ®
Paid in part by the City of Roswell Lodgers' Tax

LODGERS' TAX

APPLICATION AND INSTRUCTIONS

Events July 1, 2025 – June 30, 2026

Contact information for questions:

tourism@roswell-nm.gov

Revised 04/16/25

LODGERS' TAX GENERAL INFORMATION

The City of Roswell requires any organization or citizen seeking Lodgers' Tax (occupancy) funds from the city to make such a request through the city's application process and compliance with the City of Roswell's policies and procedures.

APPLICATION PROCESS

1. Lodgers' Tax Funding Request is submitted to tourism@roswell-nm.gov by deadline.
2. The city's Occupancy Tax Board reviews and provides recommendation to Finance Committee.
3. The Finance Committee reviews, approves or changes recommendation for City Council.
4. City Council awards, changes or denies funding request.

The role of the Occupancy Tax Board is to review applications for events that will bring out-of-town visitors to the City of Roswell and promote hotels stays. The board provides recommendation to the Finance Committee.

DEADLINES FOR FY26

1. Applications are to be submitted June 1, 2025 to July 8, 2025.
2. Applications will be considered at the Occupancy Tax Board meeting which will take place on July 15, 2025.

TYPES OF AWARDS AVAILABLE

Applicants may request awards for each of the following categories:

1. **Marketing.** The items listed below are generally acceptable expenses related to advertising:

    1. *Radio, television, newspaper, billboard or magazine advertisements*
    2. *Posters, brochures, flyers, postcards, or other marketing materials*
    3. *Postage for mailing of marketing materials*
    4. *Website, Facebook, or other internet paid advertising placement*
    5. *Free T-shirts for registration participants or attendees*
    6. *Police/Security, Fire and Sanitation services are recognized as eligible expenses within the Marketing category.*

2. **Sponsorship.** Sponsorships are available where the City and applicant wish to form a formal cooperative arrangement where the City holds an interest in the event and helps create the event. Sponsorships will be conditioned up MOUs or contracts subject to governing body approval.

The items listed below are generally *not acceptable expenses* unless part of a City sponsorship:

1. *Establishing, operating, purchasing, constructing, otherwise acquiring, reconstructing, extending, improving, equipping furnishing or acquiring real property*
2. *Administrative, operational, or event manager costs (includes marketing firm services)*
3. *Costumes*
4. *Payments, other than placed advertisements, for entertainment*
5. *Equipment rental*
6. *Food or beverages (including water) provided for entertainment, judges, contestants, workers, or as hospitality*
7. *Gifts or in-kind expenses*
8. *Lodging or travel*
9. *Monetary awards*
10. *Programs given out during the event*
11. *Rent of facility*
12. *Thank-you advertisements after the event*

FUNDING LIMITS

Unless exempt from the Procurement Code or as part of a Sponsorship, awards will be capped at $20,000.00

LODGERS' TAX FUNDING APPLICATION

Received Date: _____

Please check the box for which type of funding you seek.

- ☐ Marketing, and Police/Security, Fire and Sanitation services
- ☐ Sponsorship

Today's Date: _____

Event Name: _____ Event Date: _____

Organization: _____ Event Time: _____

Event Address: _____ City/State/ZIP: _____

Website: _____ Phone: _____ Email: _____

Organizer: _____ Mobile: _____

Second Organizer: _____ Mobile: _____

EVENT DETAILS

Estimated # Attending: _____ Anticipated # of hotel rooms booked: _____

Last year's event (if this is not a first-time event, must attach proof)

of Attendees: _____ # of hotel rooms booked: _____

Description of Event Logistics:

Sponsorship amount requested:	

Permit #: _____

LODGERS' TAX FUNDING REQUEST

Any funding from Lodgers' Tax must follow the Lodgers' Tax Policy (PA0002). Please be sure you have read and understand the policy. **You must type out marketing budget plan in the fillable form below or attach as indicated below.** Please feel free to add additional pages, ad samples, artwork, etc. This is what is considered for approval. Any request not listed with this form is not considered for approval. Lodgers' Tax funds must be expended in accordance with the Lodgers' Tax Act for purposes of advertising, publicizing and promoting tourist-related attractions, facilities and events. Lodgers' Tax is funded by overnight stays in Roswell.

☐ Check here for First-time Event

List of eligible expenses for marketing: *Newspaper, Magazine, Radio, Television, Google Ads/ Paid Social Media, Digital Billboard, Vinyl Billboard, Posters, Flyers, Postcards, or other paid media.*

MARKETING BUDGET PLAN

Eligible Marketing Expenses *Please use and attach an additional sheet if more space is needed.*

Advertising Type	Placement/Vendor (specific):	Frequency/Run Dates:	Your Eligible Expense
Example: *Newspaper*	Example: *Dallas Morning News*	Example: *May 1-10, 2x 1/2 pg*	Example: *$700*

Note: All marketing must include "paid in part by City of Roswell Lodgers' Tax" logo and/or text to be eligible.

Other Eligible Expenses	Details (Source of Services / Service Employees Required / # of T-Shirts)	Your Eligible Expense
Police/Security		
Fire		
Clean-up/Sanitation		
T-Shirts (registered participant)		

TOTAL eligible expenses:	

EVENT DETAILS/SCORING

The definition of a Tourist means a person who travels for the purpose of business, pleasure or culture to a municipality or county imposing an occupancy tax. Tourist-related events mean events that are planned for, promoted to and attended by tourists. *Lodgers' Tax Act Definitions {3-38-13 NMSA 1978}*

Please provide details of your event, along with any attachments that may help answer the specific questions below. The Occupancy Tax Board will score the event on a 100-point scale based on return on investment, historical performance, other economic impact, general attendance and event uniqueness.

Return on Investment (25 points): Detail the return on investment to the community based on tourism. Consider any additional Lodgers' Tax generated as a direct result of your organization or event, along with any estimated attendance from out-of-town visitors and estimated room nights in local lodging facilities.

Source for detail provided: _____

Historical Performance (10 points): Include award dollars used, prior attendance and room nights.

Award dollars previously used: _____

Prior year attendance: _____

of overnight room nights booked: _____

Estimated cost of service request from City Departments (not scored):

Other Economic Impact (25 points): Additional Gross Receipts Tax generated as a direct result of your organization or event (restaurants, purchases in local stores).

Attendance typee & transportation to Roswell: _____

Average daily spending on food/beverage: _____

Source for data provide listed above: _____

General Attendance of Event (10 points): Please consider both local and out-of-town attendees.

_____ Local

_____ Outside

_____ % of attendance from outside of Roswell

Source for data provided: _____

Uniqueness of Event (30 points): What makes this event different from others?

Occupancy Tax Board Use Only

Return on Investment (25 points): _____
Historical Performance (10 points): _____
Other Economic Impact (25 points): _____
General Attendance (10 points): _____
Uniqueness of Event (30 points): _____
Total (100 points): _____

OFFICIAL USE ONLY

OTB Date: _____ Finance Committee Date: _____ Council Date: _____

Last Day of Event: _____ Reimbursement Request Due Date (90 days from last day of event): _____

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Finance Committee 30.
Meeting Date: 12/04/2025
COMMITTEE: Finance
CONTACT: Tammi Smith **CHAIR:** Robert B. Corn

ACTION REQUESTED:
Approval of a $3,312,241.00 budget adjustment for the Isolation Gate Capital Project at the Wastewater Plant. (Steward)

BACKGROUND:
Initiated by Naomi Steward

The Isolation Gates were discussed at the August 18, 2025, Infrastructure Committee Meeting. Following that discussion, the Infrastructure Committee requested that the item be placed on the Finance Committee agenda as an action item. The isolation gates present a safety concern due to the condition and design of the equipment, which currently cannot reliably secure the gates in a closed position to control or isolate water flow to different areas within the plant.

FINANCIAL CONSIDERATION:
Financial Impact (Revenue & Expense): Budget Adjustment Needed

Revenue: N/A

Expense: 53014355-817504 (Capital Outlay - Infrastructure) -- $3,312,241.00

LEGAL REVIEW:
No legal review required at this time

BOARD AND COMMITTEE ACTION:
The Isolation Gates were discussed at the August 18, 2025, Infrastructure Committee Meeting. Following that discussion, the Infrastructure Committee requested that the item be placed on the Finance Committee agenda as an action item.

STAFF RECOMMENDATION:
Approval of a $3,312,241.00 budget adjustment for the Isolation Gate Capital Project at the Wastewater Plant.

Attachments

Isolation Gates Engineer Proposal

Water Control Slide Gate Replacement

Material Costs from Golden Harvest April 2025	Stainless Steel	Aluminum	Inflation for 2026
Total Cost for 5 Gates	$ 88,225.00	$ 75,850.00	10%
Cost per Each Gate	$ 17,645.00	$ 15,170.00	

Item	Unit Price	Quantity	Unit	Extended Price
Stainless Steel Slide Gate Material Costs	$ 19,410	30	EA	$ 582,285
Slide Gate Demo & Installation @ 50%	$ 9,705	30	EA	$ 291,143
Bypass Pumping	$ 500,000	1	LS	$ 500,000
Electrical	$ 25,000	1	LS	$ 25,000
Contractor Mobilization/Demobilization		5%	LS	$ 68,671
Contractor Overhead, Bonds & insurance		15%	LS	$ 206,014
Contractor Fee/Profit		15%	LS	$ 206,014
		Subtotal		**$ 1,879,127**
Contingency			30%	$ 563,738
Engineering (6% of Construction Costs)			6%	$ 146,572
Market Volatility Adjustment Factor			25%	$ 469,782
			Total Excluding NMGRT	**$ 3,059,219**
			NMGRT 8.2708%	$ 253,022
			Total Including NMGRT	$ 3,312,241

Width	Height	Opening		Actuator	Frame Type	Remarks
4'-0"	3'-6"	Downward Closing		Electric	Wall Mount	
4'-0"	3'-6"	Downward Closing		Electric	Wall Mount	
4'-0"	3'-6"	Downward Closing		Electric	Wall Mount	
5'-6"	4'-6"	Downward Closing		Manual	Embedded	
4'-0"	4'-6"	Downward Closing		Manual	Embedded	
4'-0"	5'-0"	Downward Closing		Manual	Embedded	
4'-0"	5'-0"	Downward Closing		Manual	Embedded	
4'-0"	3'-6"	Downward Closing		Manual	Embedded	
4'-0"	3'-6"	Downward Closing		Manual	Embedded	
4'-0"	3'-6"	Downward Closing		Manual	Embedded	
10'-0"	2'-0"	Downward Closing Weir Gate		Manual	Wall	
10'-0"	2'-0"	Downward Closing Weir Gate		Manual	Wall	
10'-0"	2'-0"	Downward Closing Weir Gate		Manual	Wall	
5'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
5'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
5'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
6'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
6'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
6'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
8'-0"	2'-6"	Downward Closing Weir Gate		Manual	Wall	
3'-0"	3'-0"	Canal Gate		Manual	Wall	
3'-0"	3'-0"	Canal Gate		Manual	Wall	
3'-0"	3'-0"	Canal Gate		Manual	Wall	
2'-0"	3'-0"	Downward Closing		Manual	Embedded	Not to be replaced at this time
2'-0"	3'-0"	Downward Closing		Manual	Embedded	Not to be replaced at this time
2'-0"	2'-0"	Downward Closing		Manual	Wall	
3'-0"	3'-0"	Downward Closing		Manual	Wall	
4'-0"	4'-0"	Downward Closing		Manual	Wall	No longer in use?
4'-0"	4'-0"	Downward Closing		Manual	Wall	No longer in use?