ROSWELL INFRASTRUCTURE COMMITTEE AGENDA

Monday, NOVEMBER 17, 2025 AT 2:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201
Committee Chair: Darrell Johnson
Committee Vice Chair: Juan Oropesa
Committee Members: Cristina Arnold, Chris Cortez, Angela Moore
Staff Coordinator: James MacCornack

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Approval of the Minutes for the October 20, 2025, Infrastructure Committee Meeting Pg. 3.

REGULAR ITEMS

2. Consider approval of scope of work for the Children's Garden/Jardín de Niños and to go out for bid when funds are available. Pg. 7

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 Pg. 28

4. Approval of the Scope of Work for RFP: Prefabricated Modular Hold Room Facility at the Roswell Air Center. (Thompson) Pg. 399

5. Recommend award of ITB-26-005, Annual Maintenance Contract to Abrahams Construction. Pg. 402

6. Consider the 2026 Infrastructure Committee Meeting dates. The standard date is the 3rd Monday of every month at 2:00 pm., unless it falls on or is close to a holiday. Pg. 412

NON-ACTION ITEMS

7. Department Report - Roswell Transit Pg. 413

8. Department Report - Transit Fleet Maintenance Pg. 416

9. Department Report - Facility Maintenance Pg. 419

10. Department Report - Fleet Update Pg. 425

11. Department Report - Solid Waste 431

12. Department Report - Cemetery Pg. 444

13. Department Report - Parks Pg. 447

14. Department Report - Recreation 453

15. Department Report - Zoo Pg. 456

16. Department Report - Streets Pg. 458

17. Department Report - Waste Water Treatment Plant & Sewer Pg. 463

18. Department Report - Water Maintenance & Transmission Pg. 470

19. Department Report - Central Control Pg. 472

20. Department Report - Engineering Pg. 474

21. Department Report - Special Electronics Pg. 482

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 25-28.

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 as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary or other type of accessible format is needed.

Printed and posted: November 14, 2025

TO ATTEND THE INFRASTRUCTURE COMMITTEE BY GO-TO-MEETING
Infrastructure Committee
Please join my meeting from your computer, tablet or smartphone.
http://global.gotomeeting.com/join/929161493

You can also dial in using your phone.
United States: +1 (571) 317-3122 Access Code: 929-161-493

New to GoToMeeting? Get the app now and be ready when your first meeting starts: http://global.gotomeeting.com/install/929161493

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

ACTION REQUESTED:

Approval of the Minutes for the October 20, 2025, Infrastructure Committee Meeting.

Attachments

Draft October 20, 2025 Infrastructure Comm. Mtg. Minutes

Regular Meeting of the Infrastructure Committee
Held in the City Hall's Large Conference Room
October 20, 2025

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

ROLL CALL:

The meeting convened at 2:00 p.m. with Chairman Johnson, Councilor Oropesa, Councilor Cortez, Councilor Moore being present, and with Councilor Arnold participating via GoToMeeting.

Staff Present:

Mike Mathews, James MacCornack, Hess Yntema, Abraham Chaparro, Naomi Steward, Chad Cole, Becky Hicks, Chris Moore, Nathan Saverance, Debbie Reyer, Jim Buress, Louis Romero II, Nathaniel Mascarenas, RPD Deputy Chief Mike Taylor, RPD Chief Lance Bateman, Andrew Valadez, Clint Caldwell, Steve Chavez, and Bernadette Lopez

Guest(s) Present:

Rita Kane-Doerhoefer

Vicki (No Last Name provided), Caoimhe Gilchrist, Councilor Juliana Halvorson, and Cody Anderson via GoToMeeting.

APPROVAL OF AGENDA:

Councilor Cortez moved to approve the agenda for October 20, 2025 as presented. Councilor Moore was the second. A voice vote of 5-0 was unanimous, and the motion passed with Councilor Arnold participating via GoToMeeting.

APPROVAL OF MINUTES:

1. September 15, 2025:

Councilor Moore moved to approve the minutes from the September 15, 2025 meeting as presented. Councilor Oropesa was the second. A voice vote of 5-0 was unanimous, and the motion passed with Councilor Arnold participating via GoToMeeting.

REGULAR ITEMS (ACTION ITEMS):

2. Consider approval for the purchase of two (2) new Battle Sideloader trucks from Bond Equipment utilizing Sourcewell Contract #032824-CRN for the total amount of $920,158.00:

Mr. Chaparro discussed the purchase of the two new sideloader trucks. Discussion was held regarding the department vehicles. ***This item was informational, only. No Action Taken***.

3. Recommend approval to proceed with South Sunset Road Diet design and

construction:

Mr. MacCornack discussed this item. Councilor Arnold inquired about public feedback. Mr. MacCornack responded no community outreach has been done, just city committee presentations, Infrastructure and Public Safety. Mrs. Hicks inquired about the bus stops along the proposed South Sunset Road Diet design. Mr. MacCornack responded, there will not be enough room in the bike lane for the buses to stop; however, there will be a center turning lane. RPD Deputy Chief Taylor commented with this design in regards to passing, it will be creating another problem. ***Councilor Cortez moved to recommend approval of the South Sunset Road Diet design and construction to the Finance Committee. Councilor Oropesa was the second. Councilor Moore and Councilor Arnold were both opposed. A voice vote of 3-2; motion passed with Councilor Moore opposed and Councilor Arnold opposed while participating via GoToMeeting***.

4. Consider approval of the award for ITB-26-004: Diagnostic, Service, and Replacement Heating, Air Conditioning, and Dehumidification Systems at the Aquatic Facility to advanced airflow technology:

Mr. Buress discussed this item. ***Councilor Moore moved to recommend approval of the award for ITB-26-004; diagnostic, service, and replacement heating, air conditioning, and dehumidification systems at the Aquatic Facility to advanced airflow technology to both Finance and Legal Committees and full City Council. Councilor Arnold was the second. A voice vote of 5-0 was unanimous, and the motion passed with Councilor Arnold participating via GoToMeeting***.

NON-ACTION ITEMS:

Discussion took place for the following department report(s):

5. Facilities Maintenance Report:

RPD Deputy Chief Taylor discussed the various repairs needed for the RPD facility in chronological order along with costs and funding. Group discussion was held.

6. Streets Report:

Mr. MacCornack discussed the pavement maintenance updates and that Brasier Asphalt, Inc. completed Brasher Rd. on Friday.

7. Solid Waste Report:

Ms. Reyer discussed the new tracking system for trash, illegal dumping, and grappler truck calls.

8. Cemetery Report:

Mr. Buress discussed the updates.

9. Parks Report:

10. Recreation Report:

Mr. Buress discussed the events that are currently going on.

11. Zoo Report:

Mr. Cole stated a Bison had recently passed away. Mr. Buress stated the Bison died of old age. Mr. Cole stated working with the Vet, he has asked, as the Bisons, Bears, Lions, Tigers, etc. pass away, that the city will not replace those animals at this point. Councilor Moore asked if this was to shut down the Zoo, or just get it back to par? Mr. Cole replied, it's a cost saving measure.

12. Water Maintenance & Transmission Report:

Mr. Valadez discussed the updates.

13. Waste Water Treatment Plant & Sewer Report:

Ms. Steward discussed the Dewatering Facility update.

14. Central Control Report:

15. Engineering Report:

16. Special Electronics Report*:*

PUBLIC PARTICIPATION:

None.

ADJOURN:

The meeting adjourned at 3:53 p.m.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

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.

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:
Project will be paid for with donations gifts and grants.

LEGAL REVIEW:
The Legal Department is reviewing the final plans

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.

Fiscal Impact

BUDGETED? Yes/No: No
FISCAL YEAR: 2026
FUNDING/BUDGET SOURCE: Donations and Gifts
FINANCIAL CONSIDERATION:
Estimated cost is $346,555.50

- Roswell Library Foundation - $46,678.00
- Moreton Capital Markets account value as of June 30, 2025 - $280,035.96 - available without early withdraw penalty December 14, 2026
- Other donations - $19,841.54
- Currently, gathering information to determine when it would be best to go out for bid the project. (ie before 12/14/2025 or later).

Attachments

Roswell Public Library - Children's Garden

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.

ROSWELL PUBLIC LIBRARY

CHILDREN'S GARDEN

301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201



PROJECT INFORMATION

PROJECT CONTACT INFORMATION

ARCHITECT

GREGORY D. HOLMAN, AIA
STUDIO 27, INC.
817-907-6477
GREG@STUDIO27INC.NET

MECHANICAL/ELECTRICAL/PLUMBING ENGINEERS

CARL W. WAMPLER, P.E. (MECH/PLUMBING)
BSA CONSULTING ENGINEERS, PLLC
806-780-7475
CARL@BSAENGINEERING.COM

BRENT DEVITT (ELECTRICAL)
BSA CONSULTING ENGINEERS, PLLC
806-780-7475
BRENTD@BSAENGINEERING.COM

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		
		A3.2	ARCHITECTURAL DETAILS		
		A3.3	ARCHITECTURAL DETAILS		
		A3.4	ARCHITECTURAL DETAILS		
		A4.1	ARCHITECTURAL SPECIFICATIONS		
		A4.2	ARCHITECTURAL SPECIFICATIONS		
		A4.3	DOOR AND WINDOW SCHEDULE		

RECORDED DATE OF ISSUE 10/31/2025
Gregory D. Holman NM# 5926

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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	-	-

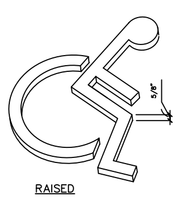
DATE: 10.31.2025

SHEET NAME:
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 DIRECLY 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 1121B, 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.5.6. 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 LEAF DOORS, SIGNS SHALL BE PLACE ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN. 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:

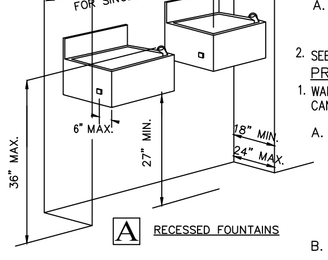
14. USE CONTRASTED GRADE 2 BRAILLE. DOTS TO BE 0.1 INCH ON CENTER IN EACH CELL.
15. 0.2 INCH SPACE BETWEEN CELLS.
16. DOTS RAISED MINIMUM 0.025 INCH ABOVE BACKGROUND.

RECESSED FOUNTAINS:

1. WITHIN ALCOVES MINIMUM 63" WIDE, MINIMUM 18" DEEP WHEN DOUBLE DRINKING FOUNTAINS ARE REQUIRED AND 32" 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

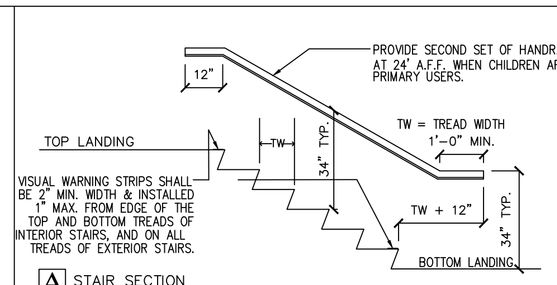
1. WARNING FOR THE VISION IMPAIRED AT A PROJECTED DRINKING FOUNTAIN CAN BE PROVIDED BY EITHER OF THE FOLLOWING MEANS:
   A. THE SURFACE OF THE FLOOR OR GROUND AT THE DRINKING FOUNTAIN CAN BE OF CONTRASTING COLOR WITH A TEXTURE THAT CONTRASTS IN RESILIENCY WITH THE ADJACENT FINISHED FLOOR MATERIAL, SO 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



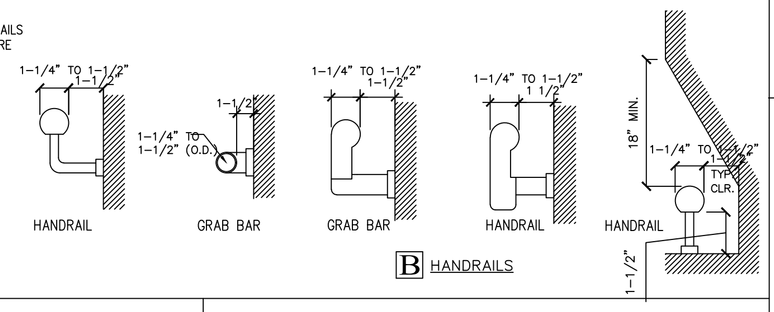
A RECESSED FOUNTAINS

NOTE:

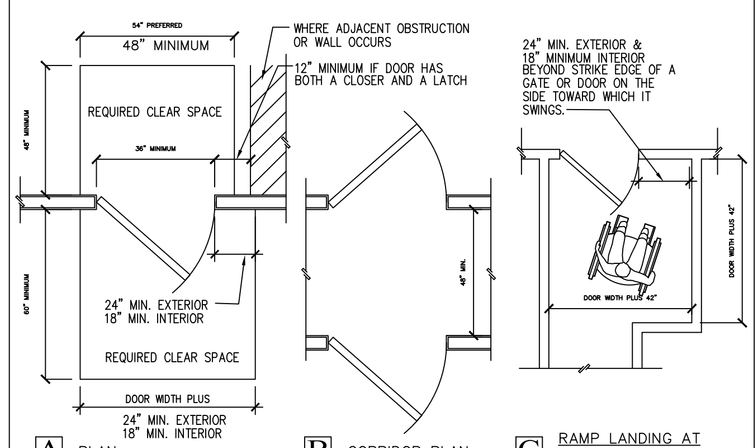
ILLUSTRATIONS SHOWN HERE ARE FOR DIMENSIONAL ACCESSIBILITY PURPOSES ONLY. A SECOND DRINKING FOUNTAIN SHOULD BE PROVIDED AT A MOUNTING HEIGHT SUITABLE TO PERSONS WITH LIMITED PHYSICAL BENDING ABILITY, ADJACENT TO THE ACCESSIBLE FOUNTAIN. MAINTAINING MINIMUM CLEARANCES NOTED AND AS REQUIRED, PROVIDE TEXTURED 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.



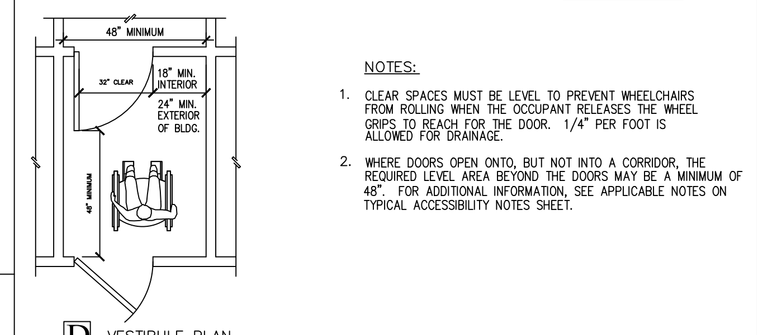
A STAIR SECTION



B HANDRAILS



A PLAN B CORRIDOR PLAN C RAMP LANDING AT DOORWAY PLAN

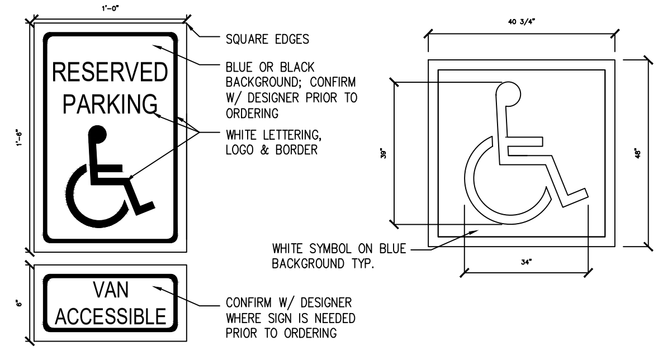


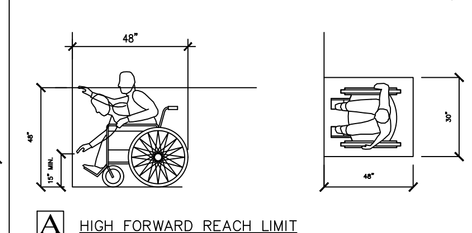
D VESTIBULE PLAN

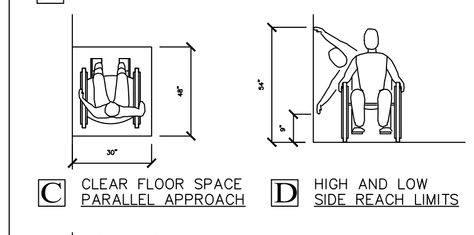
NOTES:

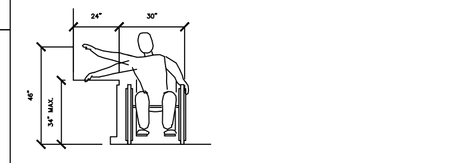
1. CLEAR SPACES MUST BE LEVEL TO PREVENT WHEELCHAIRS FROM ROLLING WHEN THE OCCUPANT RELEASES THE WHEEL GRIPS TO REACH FOR THE DOOR. 1/4" PER FOOT IS ALLOWED FOR DRAINAGE.
2. WHERE DOORS OPEN ONTO, BUT NOT INTO A CORRIDOR, THE REQUIRED LEVEL AREA BEYOND THE DOORS MAY BE A MINIMUM OF 48". FOR ADDITIONAL INFORMATION, SEE APPLICABLE NOTES ON TYPICAL ACCESSIBILITY NOTES SHEET.

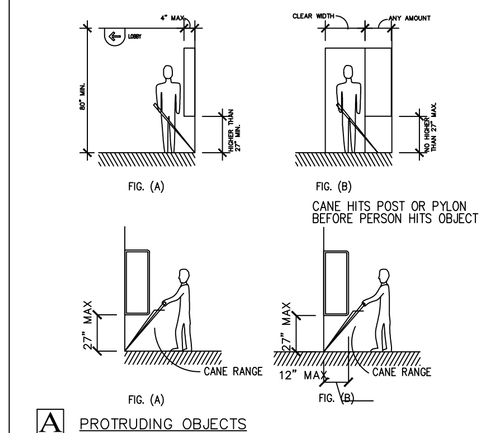
A PARKING SIGNS

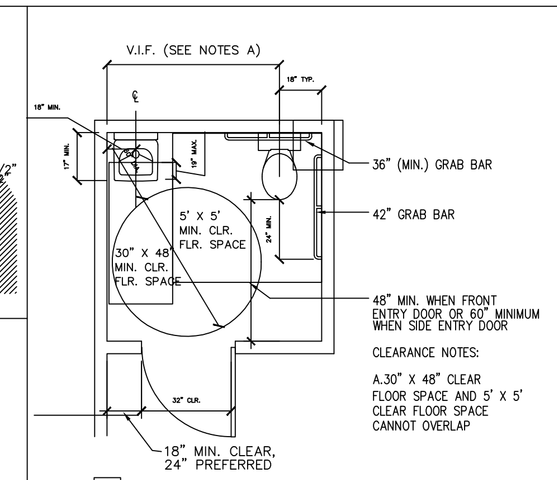




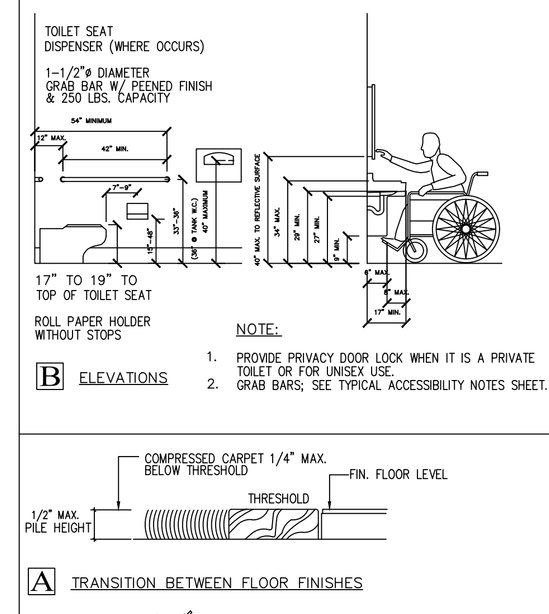






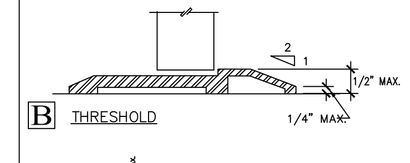


A PLAN

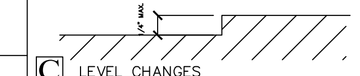


B ELEVATIONS

A TRANSITION BETWEEN FLOOR FINISHES



B THRESHOLD



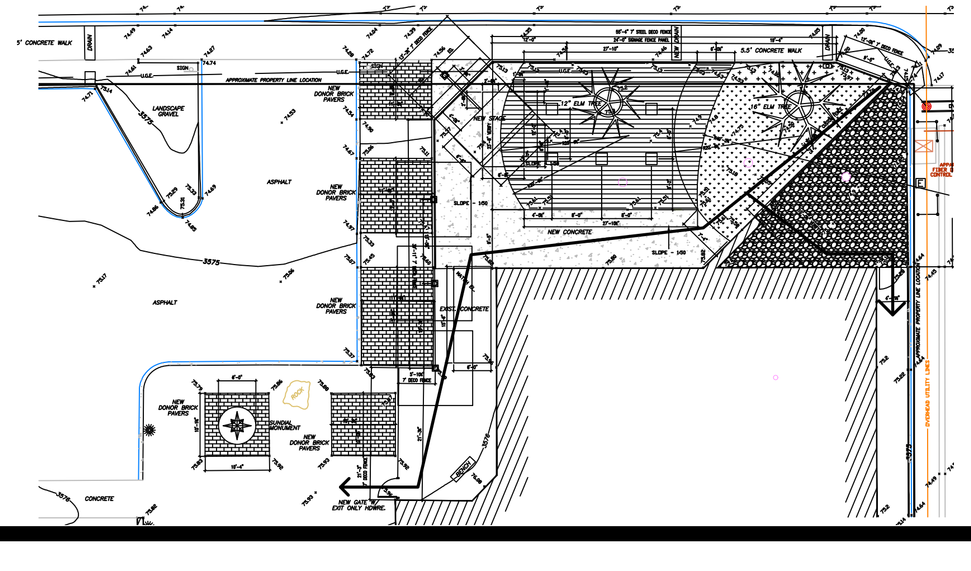
C LEVEL CHANGES

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	OCC LOAD
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.

STUDIO 27 Space Planning Architecture Interior Design Construction Management

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
12/31/2025
GREGORY D HOLMAN
NO. 009526
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

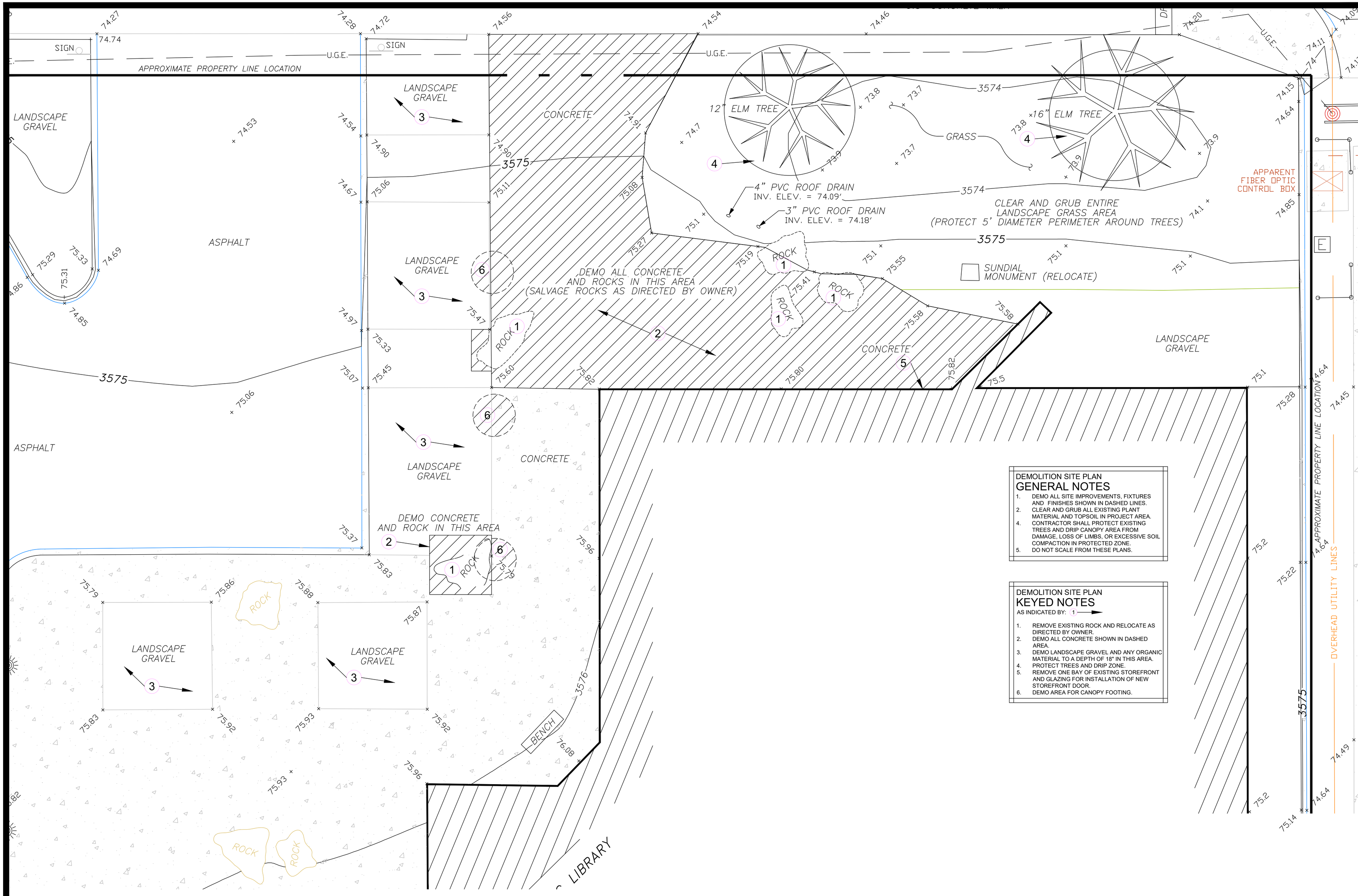
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
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.

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 009826
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

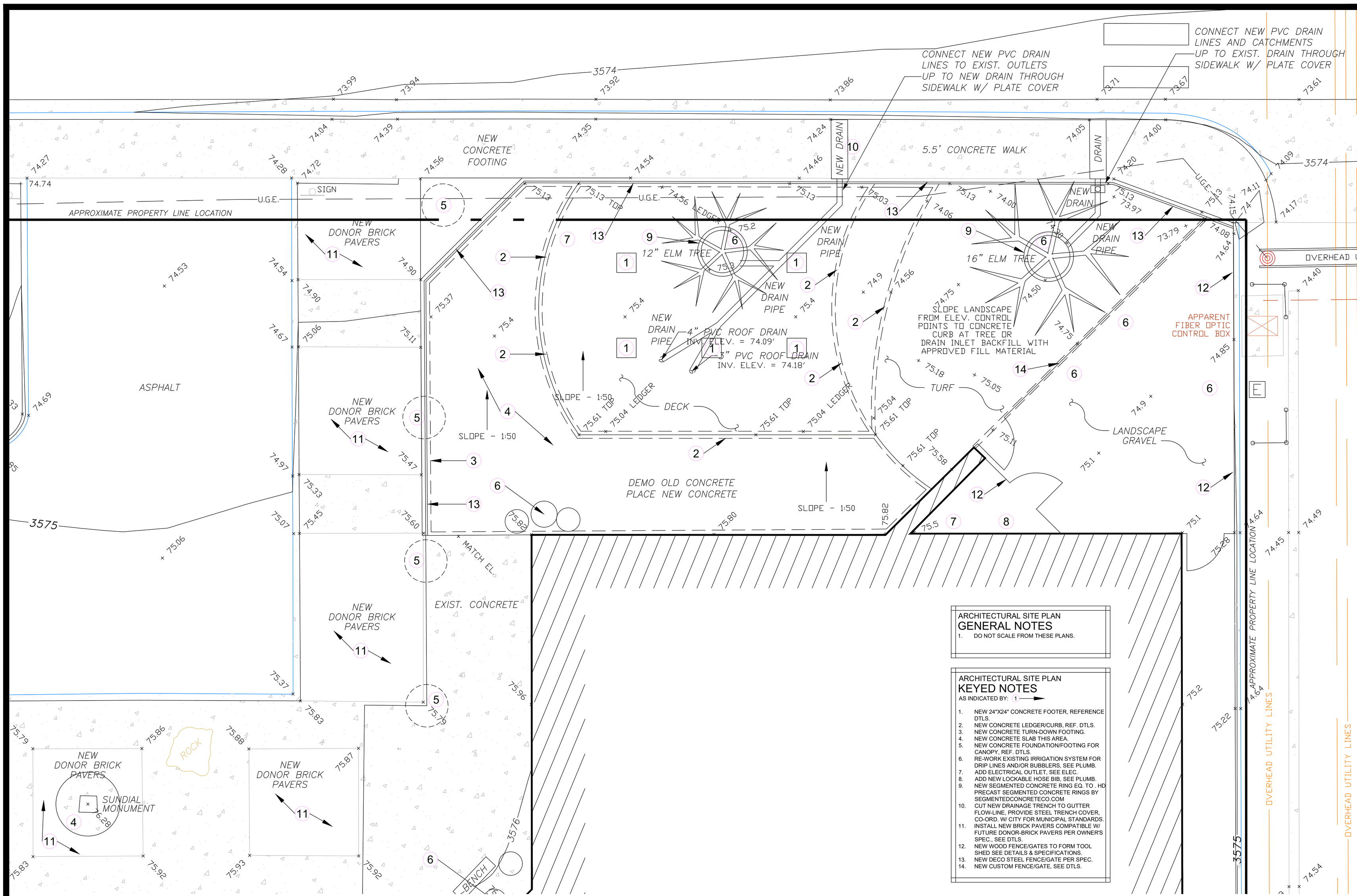
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	–	–

DATE: 10.31.2025

SHEET NAME:
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.

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005928
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

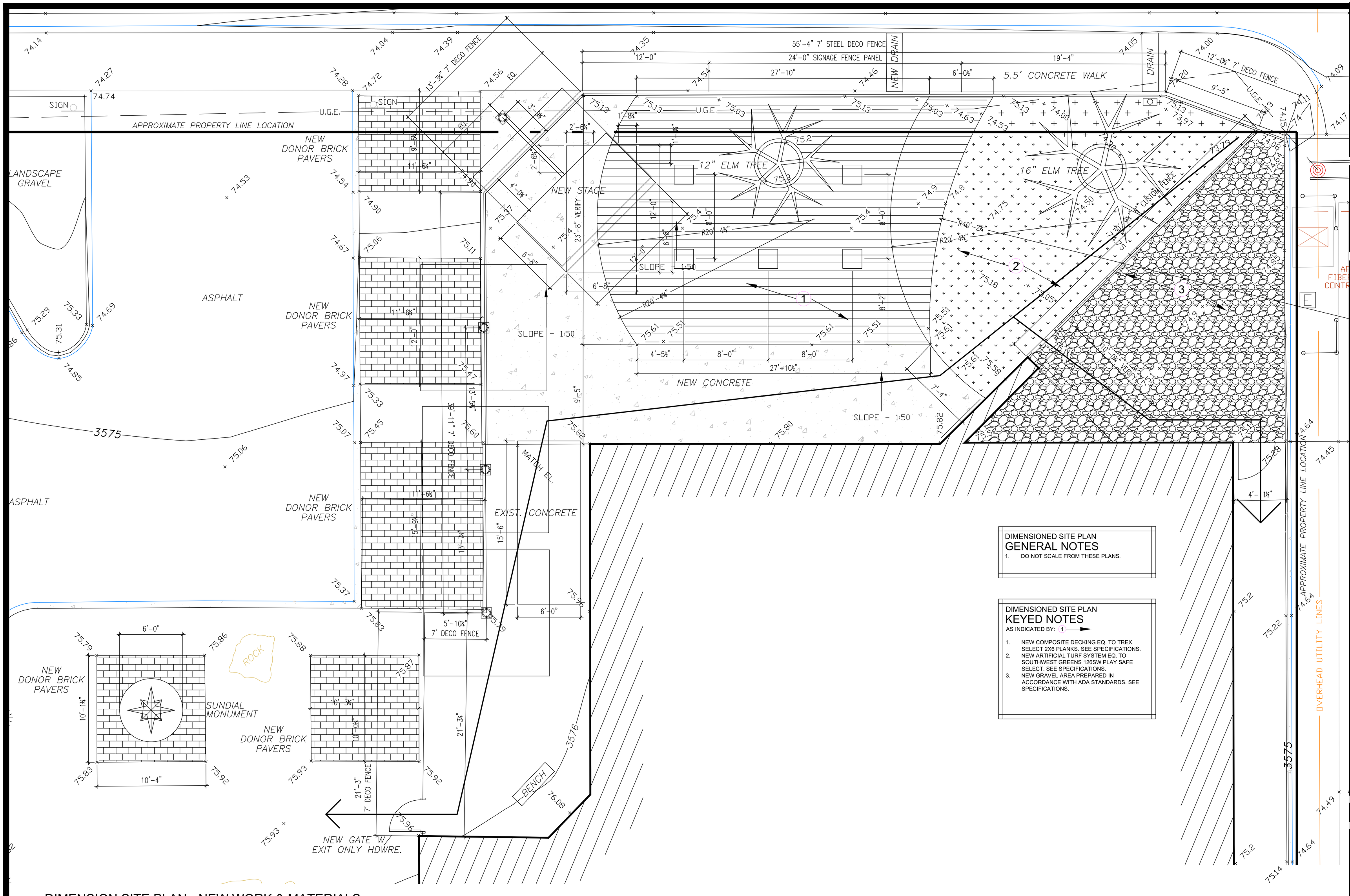
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

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 126SW PLAY SAFE SELECT. SEE SPECIFICATIONS.
3. NEW GRAVEL AREA PREPARED IN ACCORDANCE WITH ADA STANDARDS. SEE SPECIFICATIONS.

STUDIO 27 Architecture, Interior Design, Space Planning, Construction Management

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005826
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

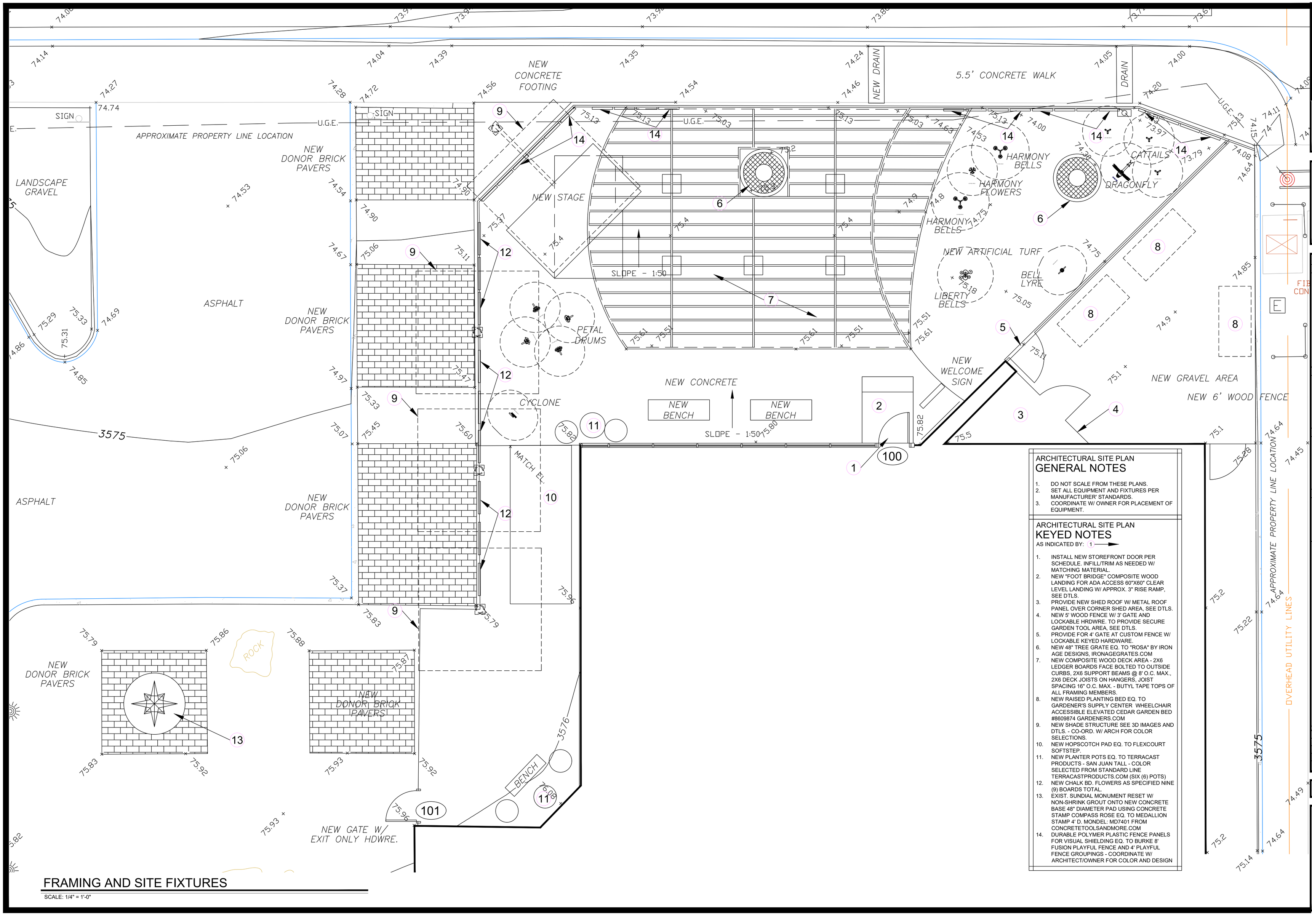
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
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 5' 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

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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:
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

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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

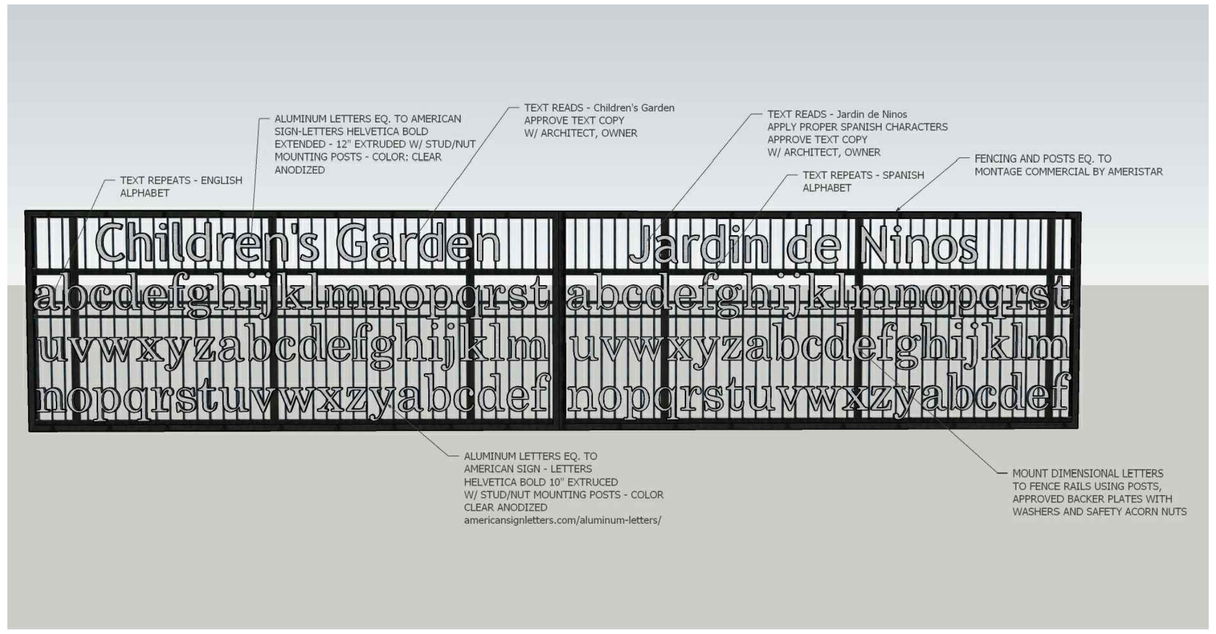
NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL
3D VIEWS

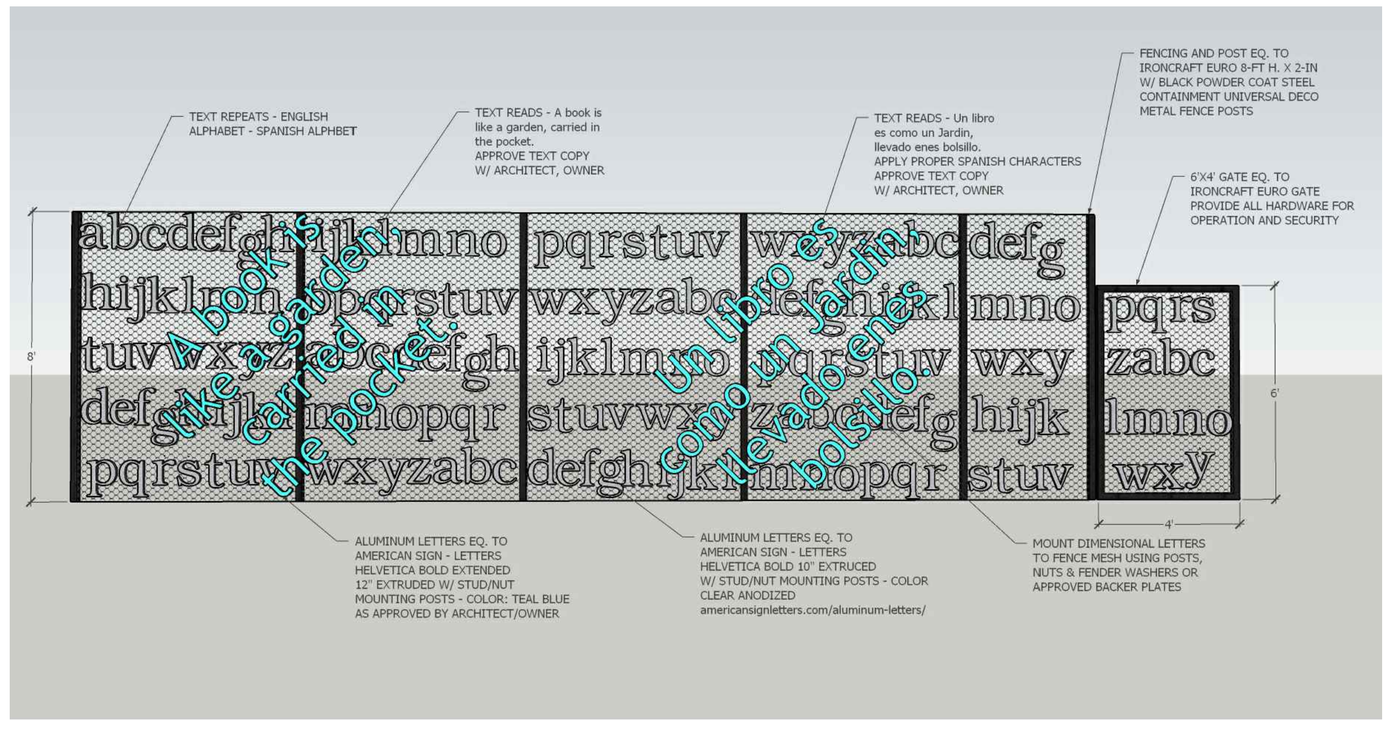
SHEET NUMBER:
A2.1

NOT USED

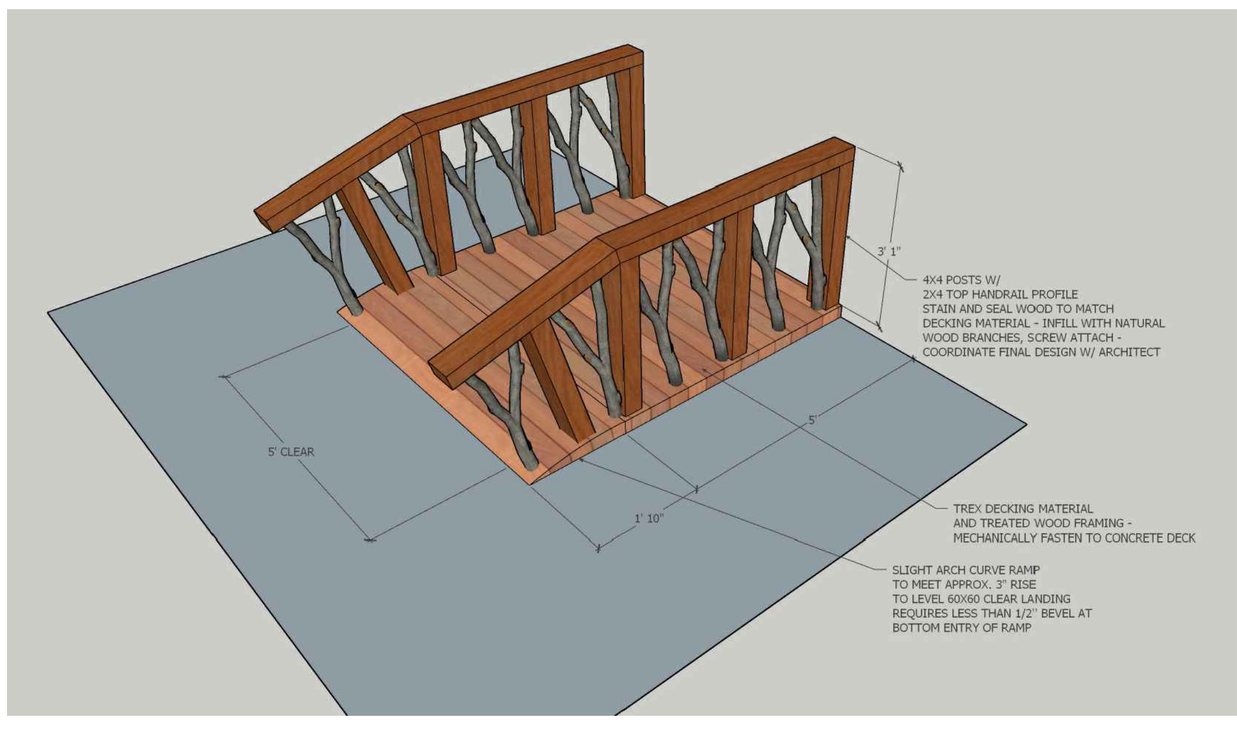


01 3D VIEW WALLFLOWERS
NO SCALE

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

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005826
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

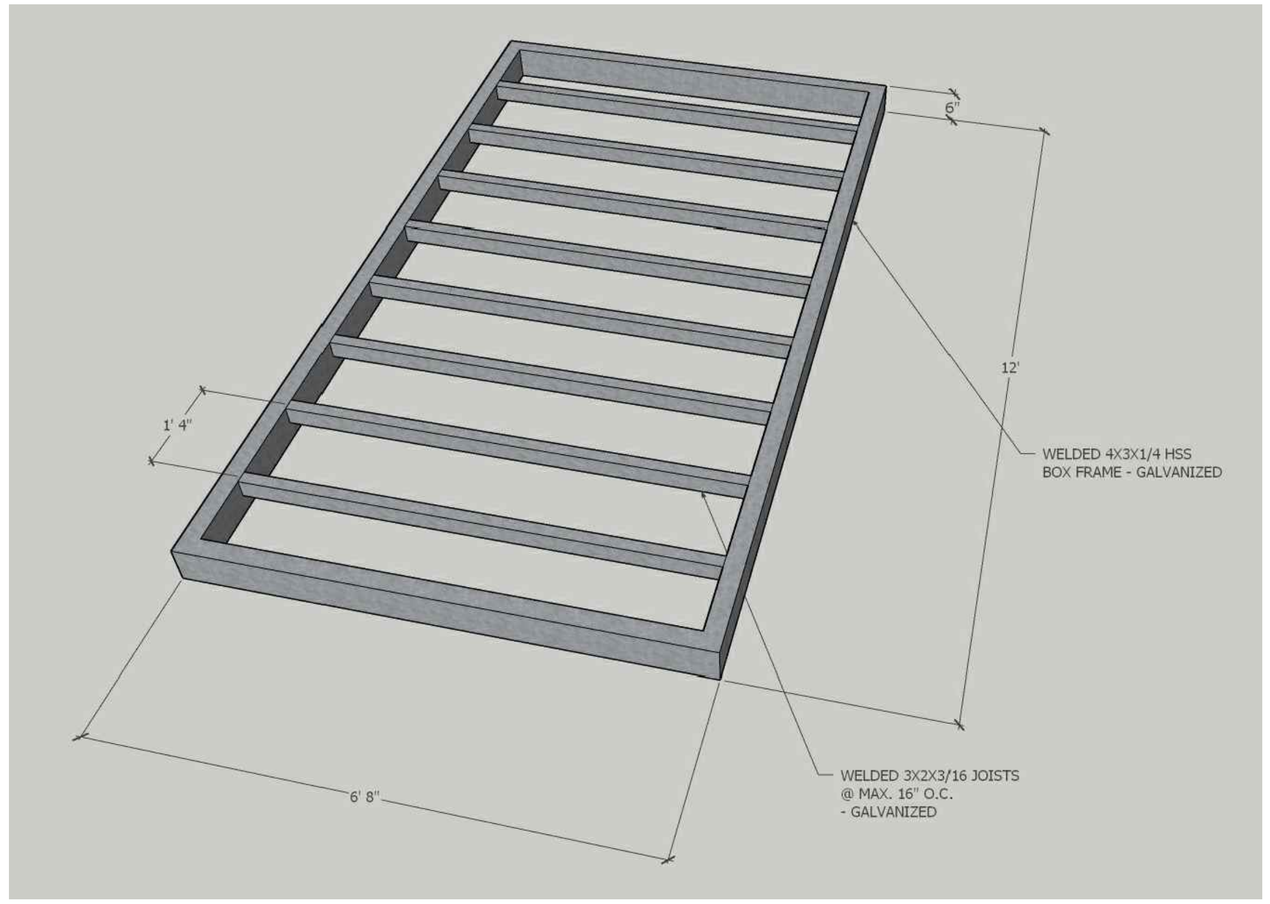
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

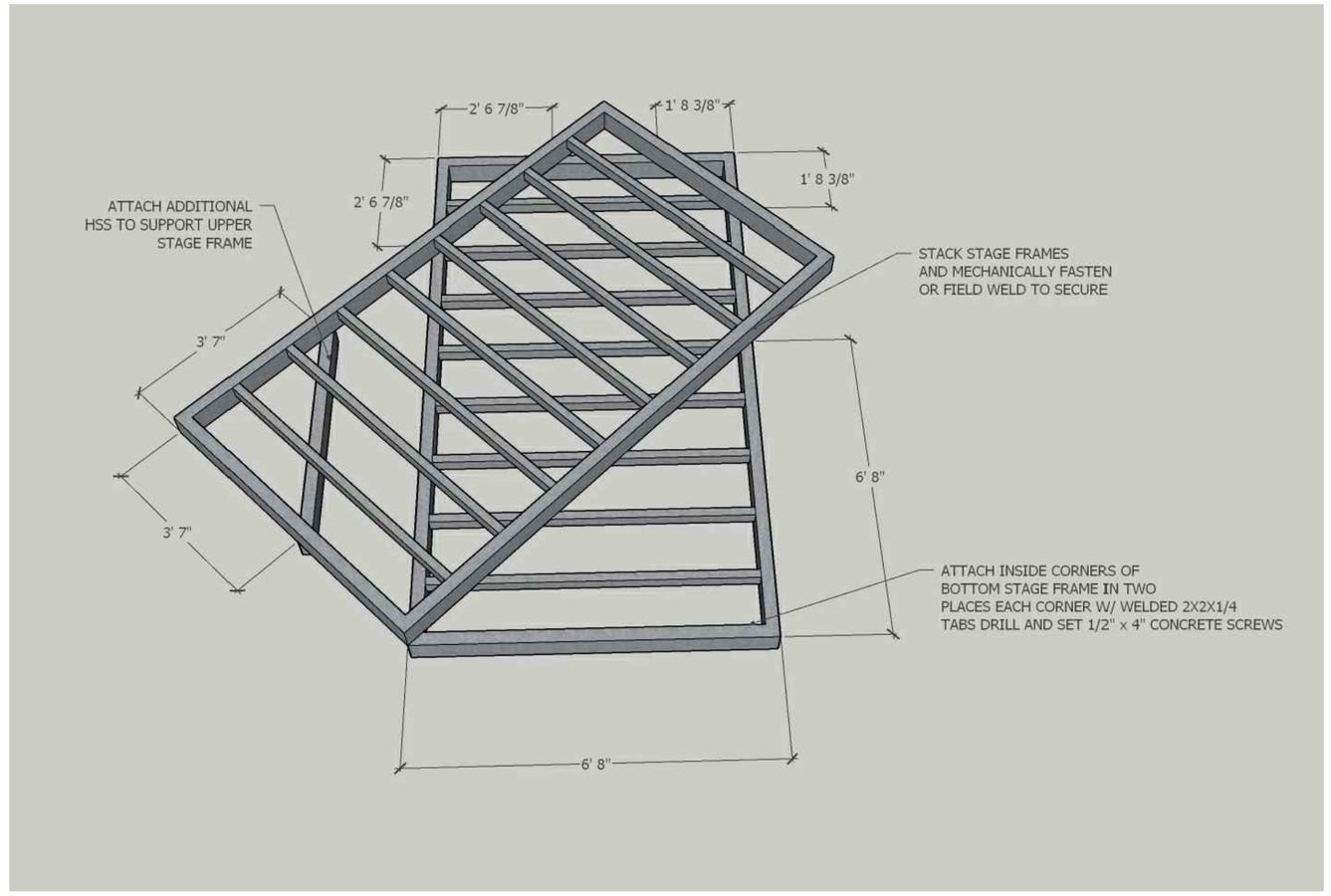
DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL 3D DETAILS

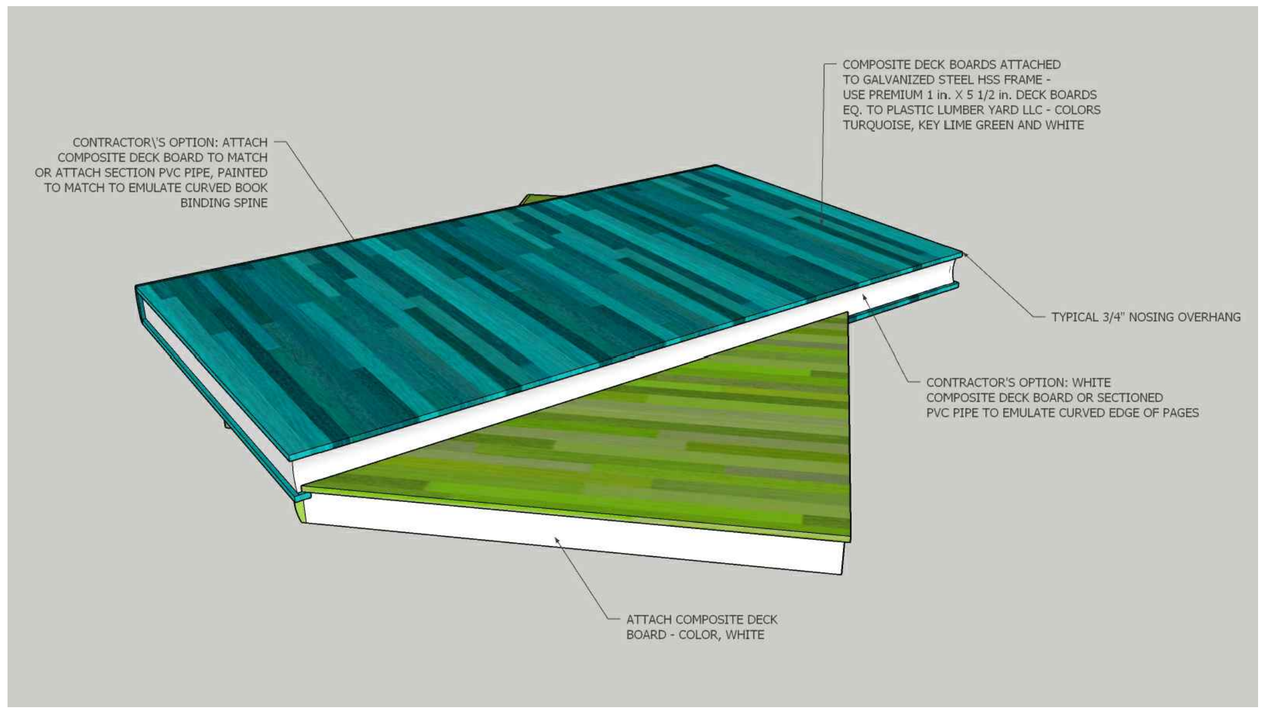
SHEET NUMBER:
A2.2



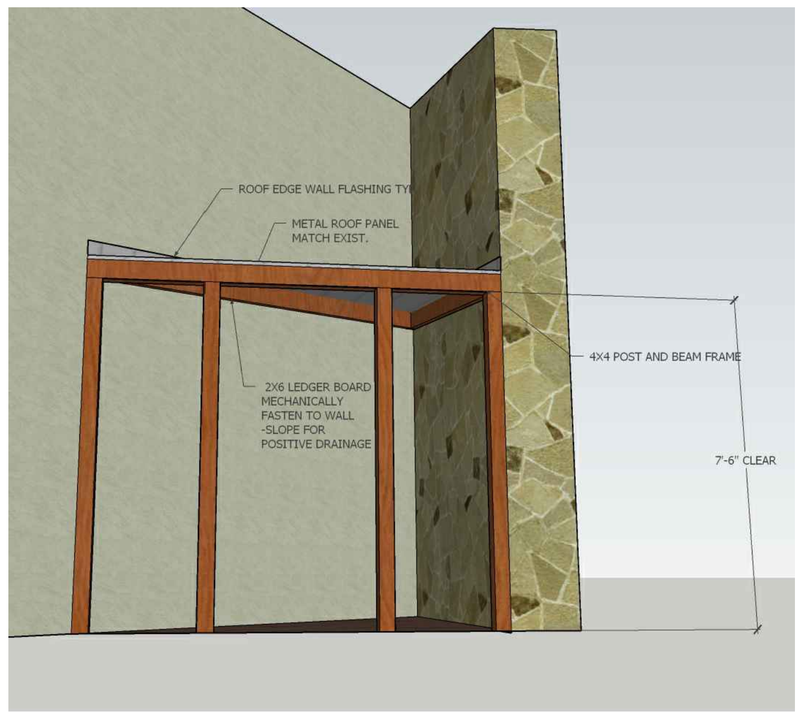
01 3D DETAILS - OUTDOOR STAGE FRAMING
NO SCALE



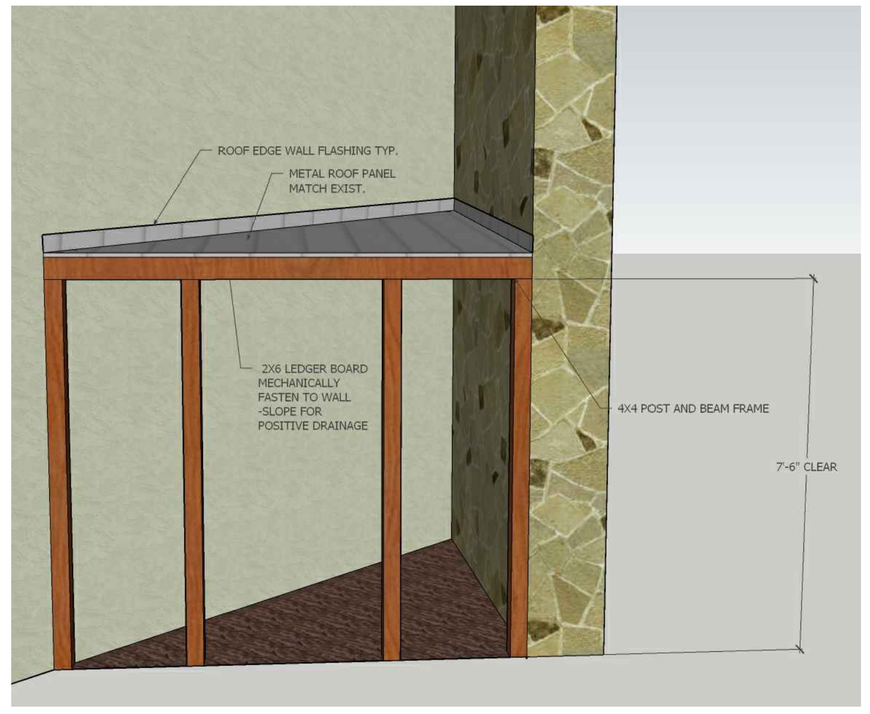
02 3D DETAILS - OUTDOOR STAGE FRAMING
NO SCALE



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

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
GREGORY D HOLMAN
NO. 009626
REGISTERED ARCHITECT
11/3/2025

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

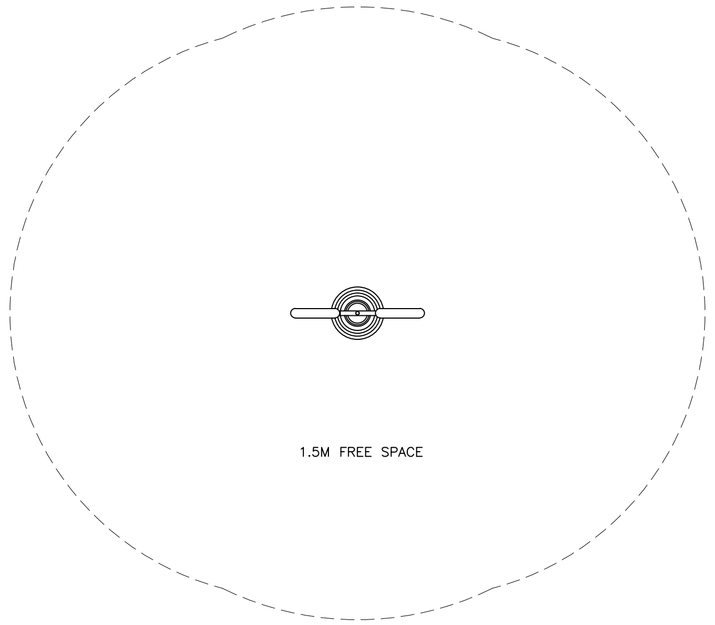
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

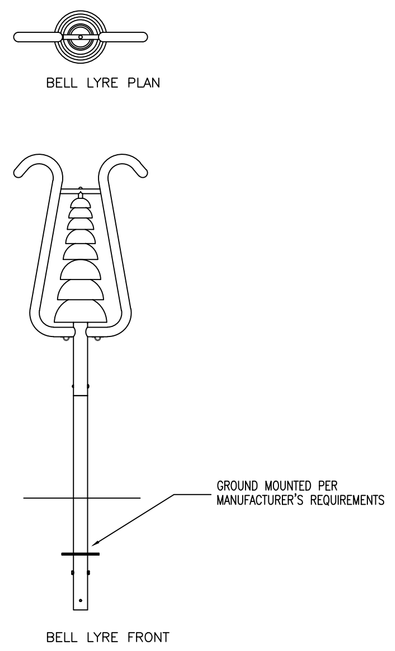
NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL
3D DETAILS

SHEET NUMBER:
A2.3

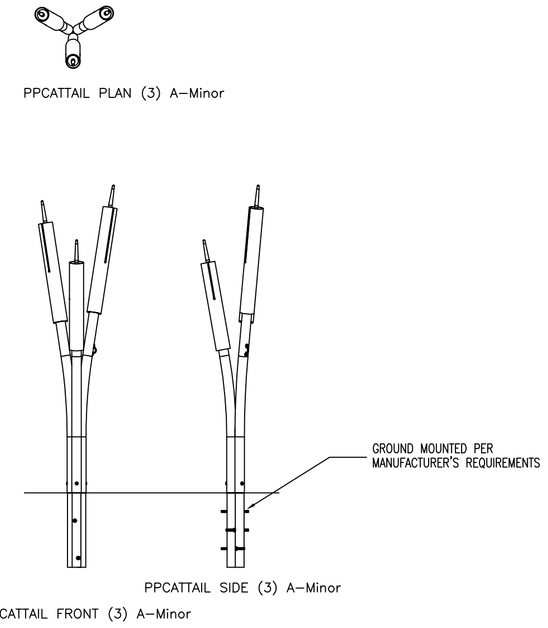




01 DETAIL - OUTDOOR INSTRUMENTS

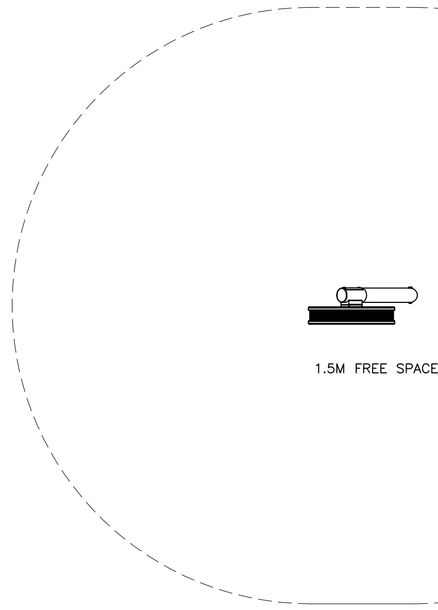
NO SCALE

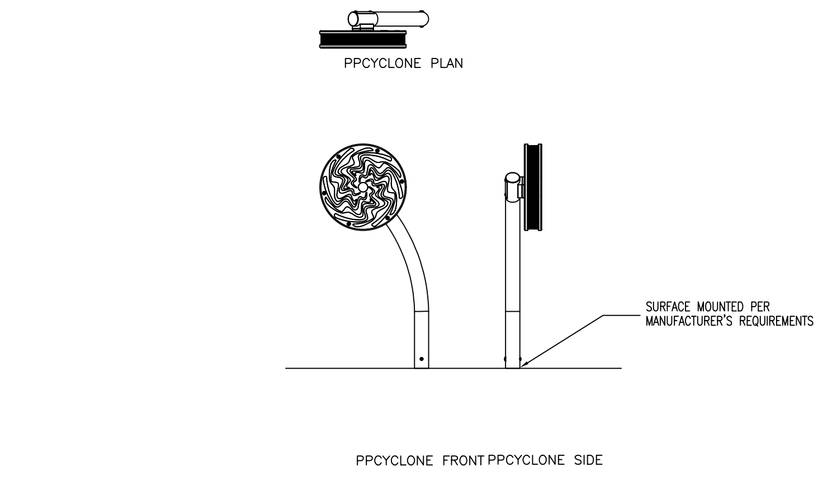




02 DETAIL - OUTDOOR INSTRUMENTS

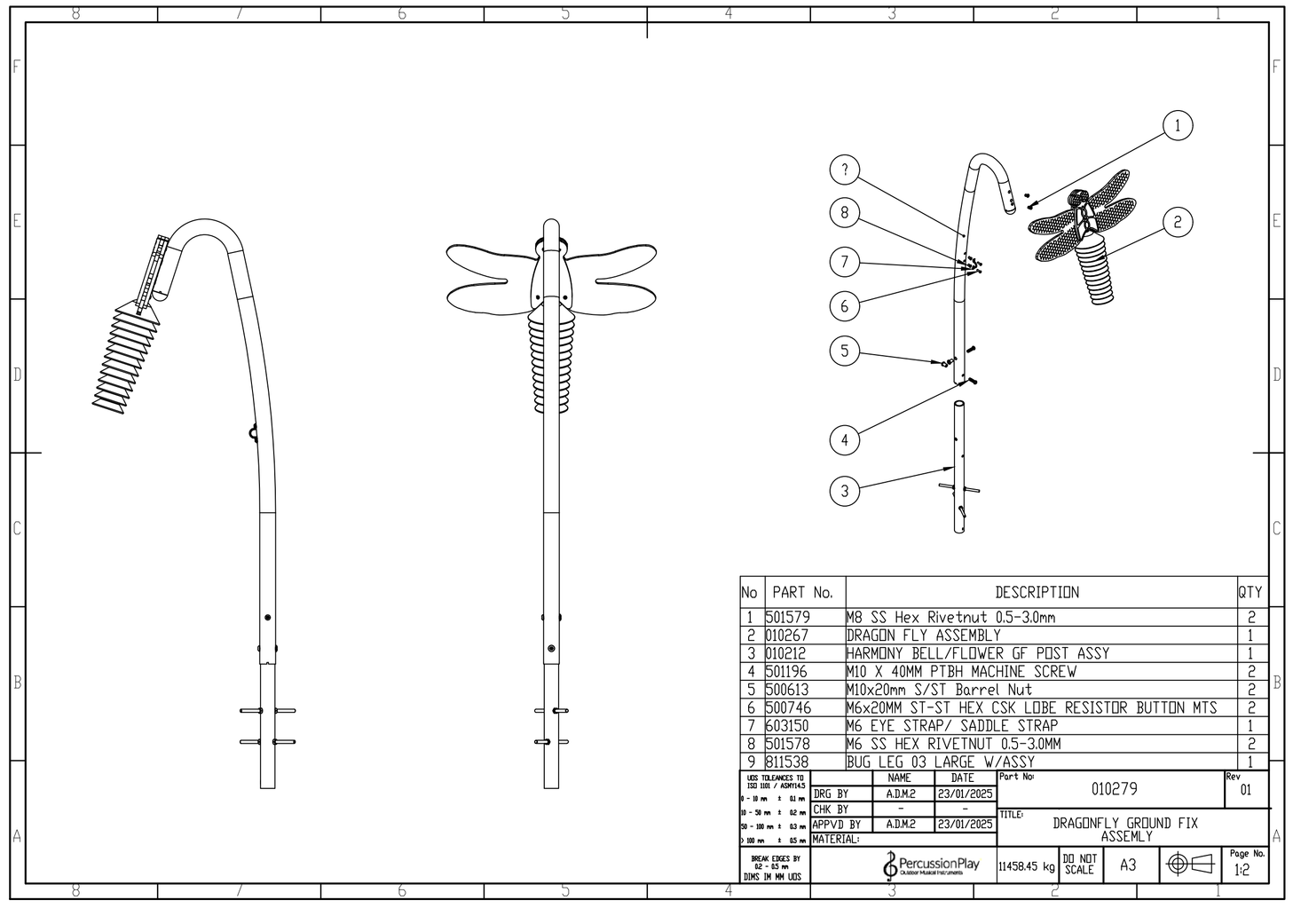
NO SCALE





03 DETAIL - OUTDOOR INSTRUMENTS

NO SCALE



No	PART No.	DESCRIPTION	QTY
1	501579	M8 SS Hex Rivetnut 0.5-3.0mm	2
2	010267	DRAGON FLY ASSEMBLY	1
3	010212	HARMONY BELL/FLOWER GF POST ASSY	1
4	501196	M10 X 40MM PTBH 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	B11538	BUG LEG 03 LARGE W/ASSY	1

	NAME	DATE
DRG BY	A.D.M.2	23/01/2025
CHK BY	-	-
APPVD BY	A.D.M.2	23/01/2025
MATERIAL:		

Part No: 010279 — Rev: 01

TITLE: DRAGONFLY GROUND FIX ASSEMLY

PercussionPlay — 11458.45 kg — DO NOT SCALE — A3 — Page No. 1:2

UNS TOLERANCES TO ISO 2685 / ASME Y14.5
0 - 10 mm ± 0.2 mm
10 - 50 mm ± 0.2 mm
50 - 300 mm ± 0.3 mm
> 300 mm ± 0.5 mm

BREAK EDGES BY 0.2 - 0.5 mm DIMS IN MM UOS

04 DETAIL - OUTDOOR INSTRUMENTS

NO SCALE

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO — GREGORY D HOLMAN — NO. 009826 — REGISTERED ARCHITECT — 10/31/25

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

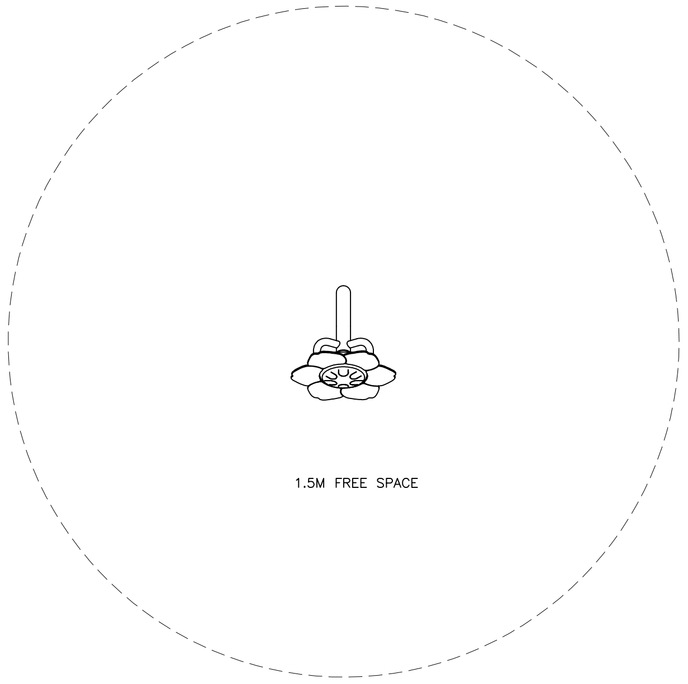
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

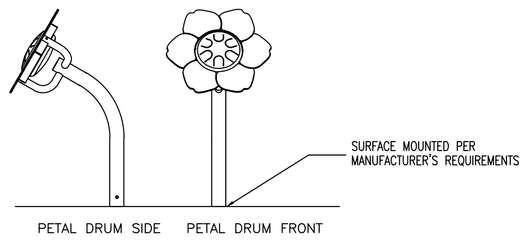
DATE: 10.31.2025

SHEET NAME:
ARCHITECTURAL DETAILS

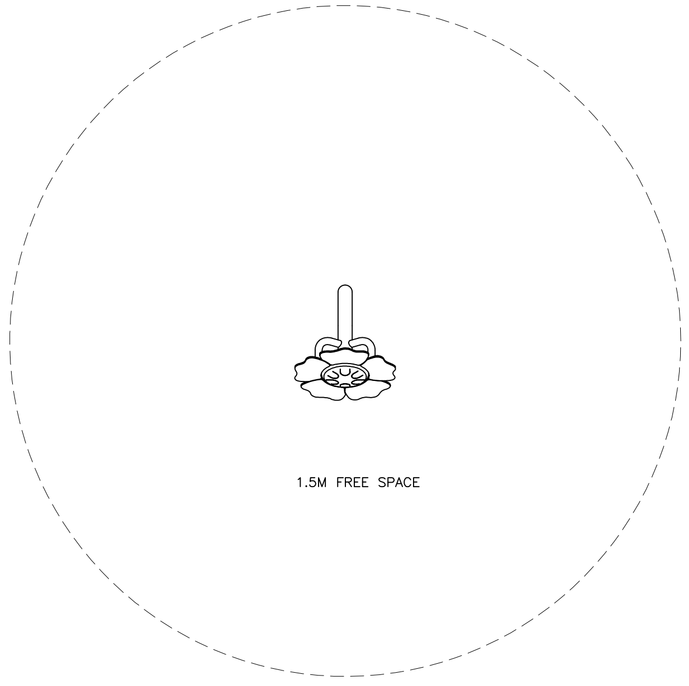
SHEET NUMBER:
A3.1

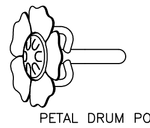


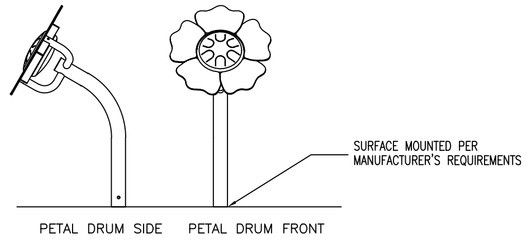




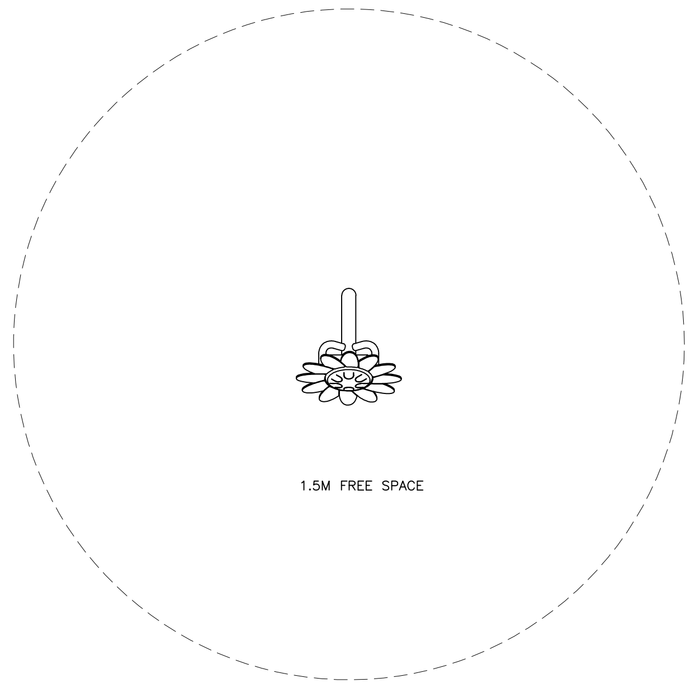
01 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE

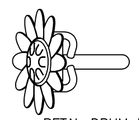


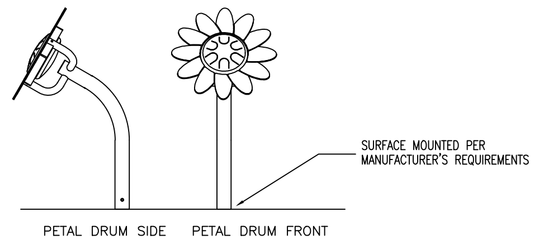




02 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE







03 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005026
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

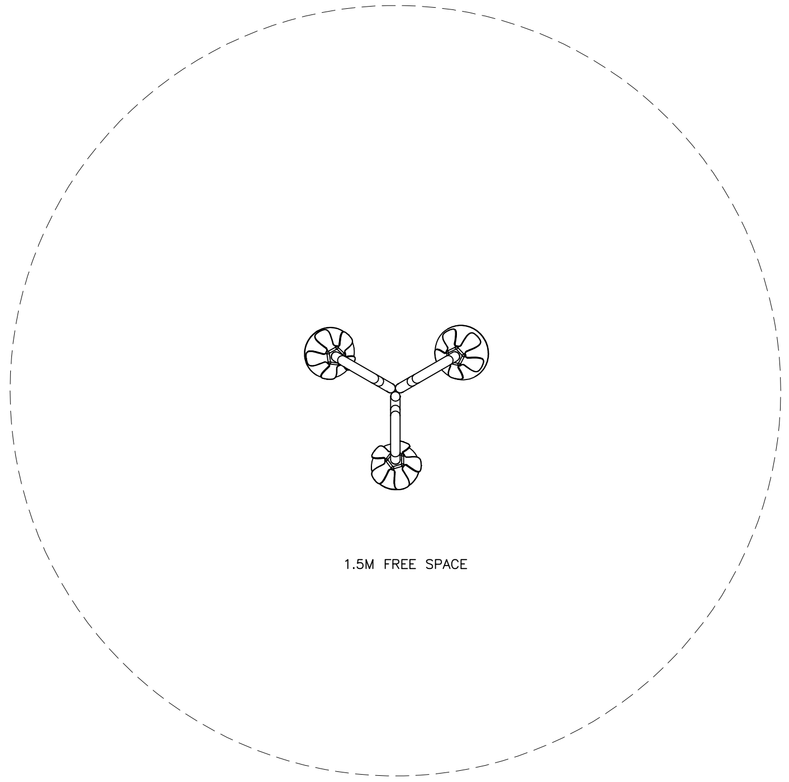
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

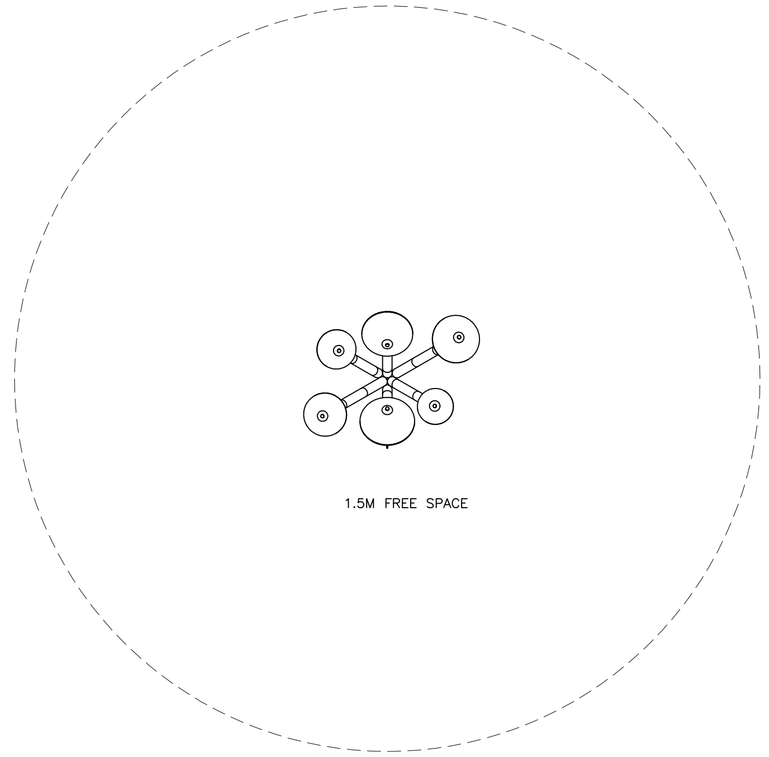
DATE: 10.31.2025

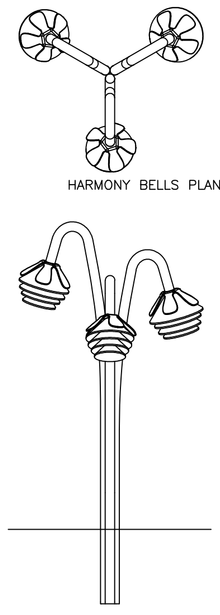
SHEET NAME:
ARCHITECTURAL DETAILS

SHEET NUMBER:
A3.2



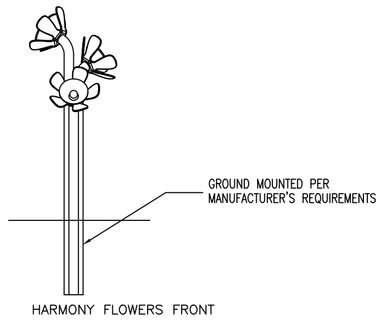




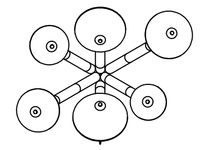


01 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE

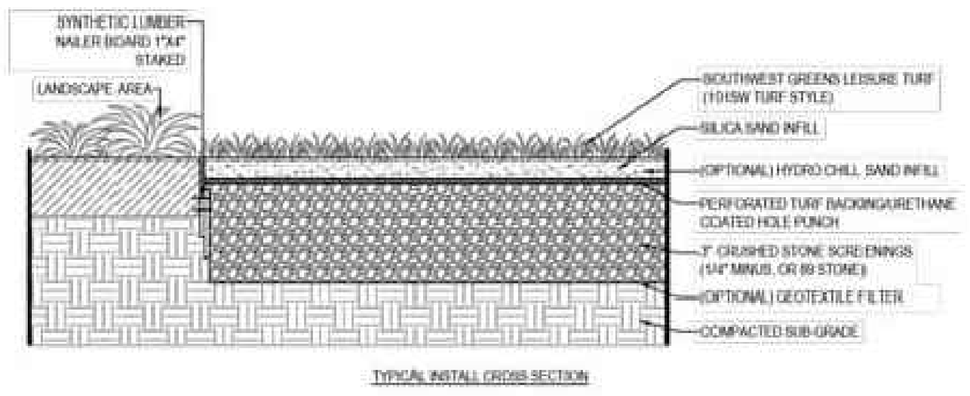




02 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE



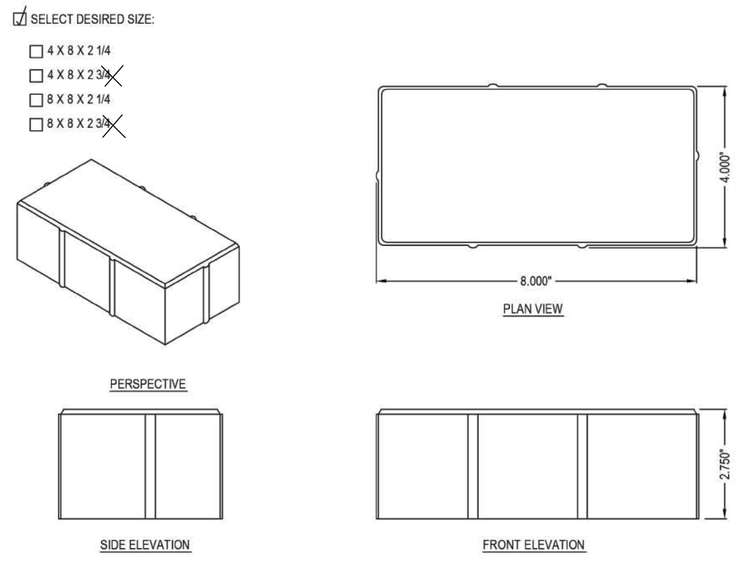
03 DETAIL - OUTDOOR INSTRUMENTS
NO SCALE



TYPICAL INSTALL CROSS SECTION

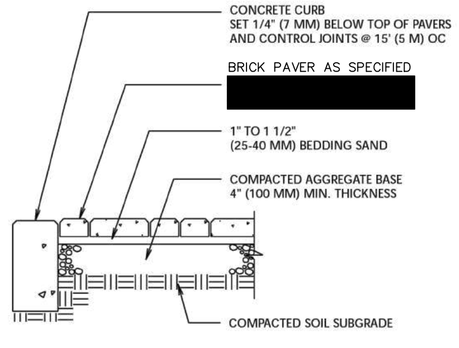
NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DRAWINGS NOT TO SCALE.
3. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
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://swgreens.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 TYPE R AVAILABLE ON REQUEST
2. AVAILABLE IN ALL STANDARD COLORS. STANDARD COLORS MAY BE MINGLED AT THE PLANT PER ARCHITECT'S SPECIFICATION.
3. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S 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 INFORMATION 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 CONDITIONS AND CLIMATE. COLDER CLIMATES MAY REQUIRE THICKER BASES.

05 DETAIL - BRICK PAVERS SETTING BED SECTION
NO SCALE

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 009826
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

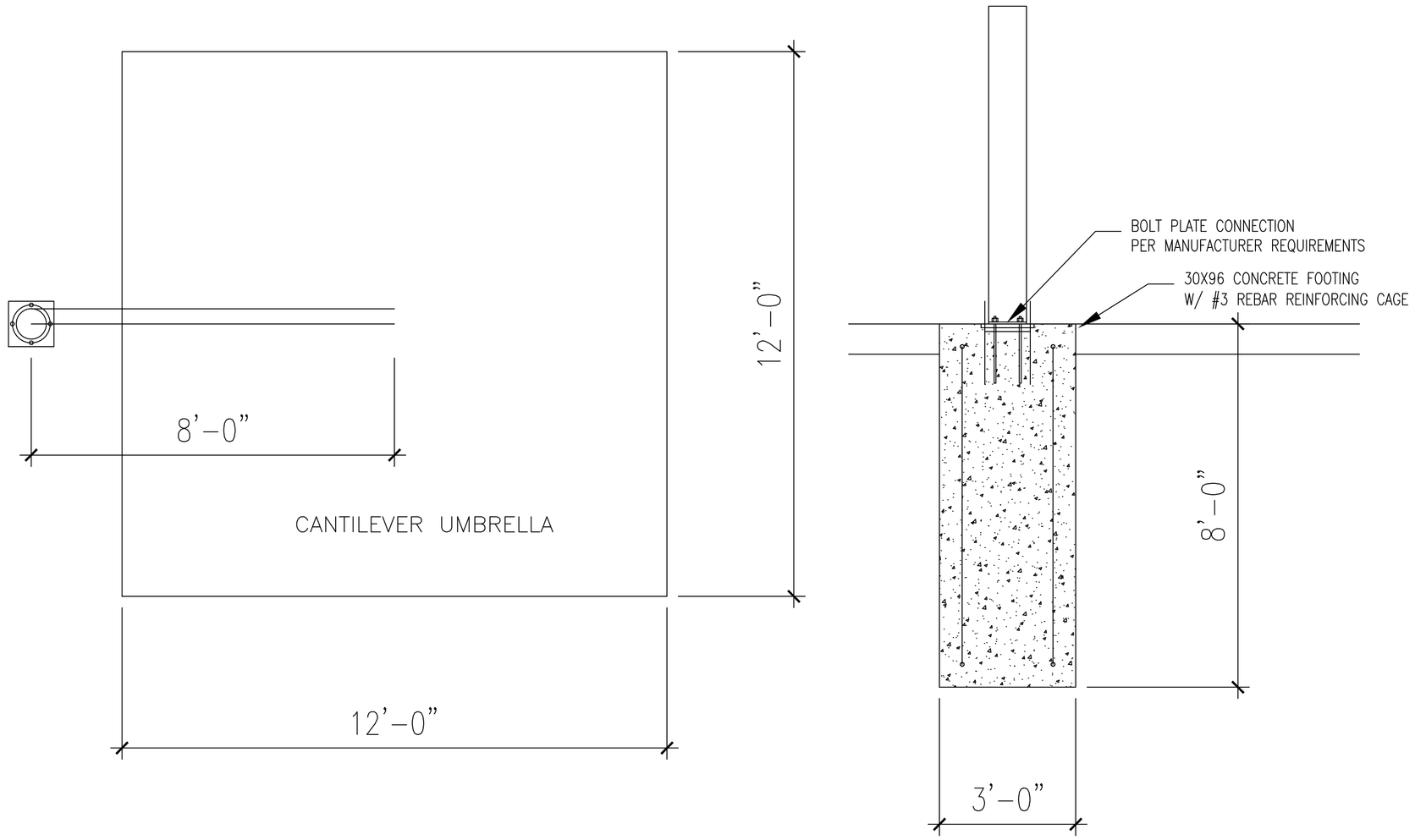
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

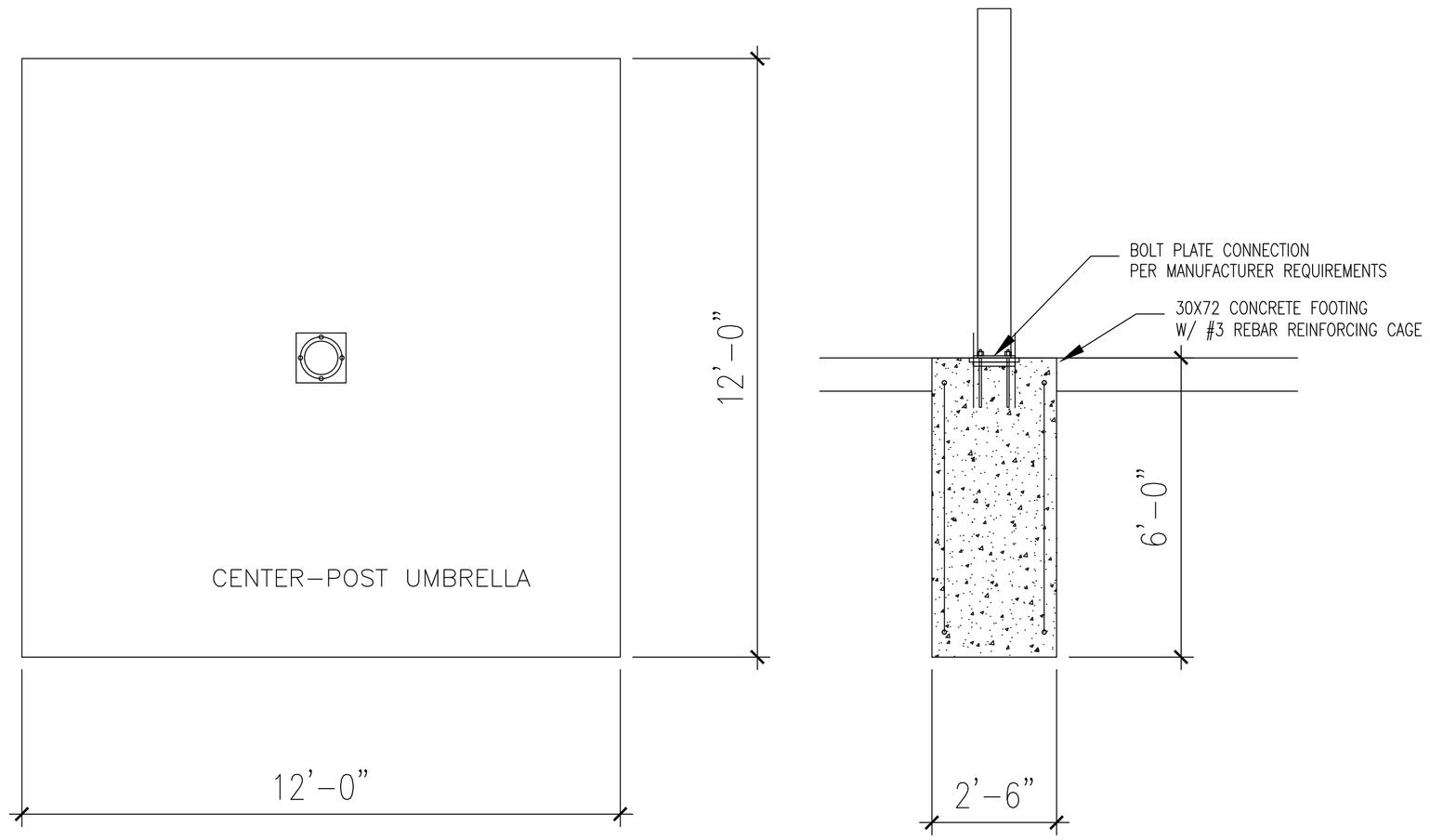
SHEET NAME:
ARCHITECTURAL DETAILS

SHEET NUMBER:
A3.3



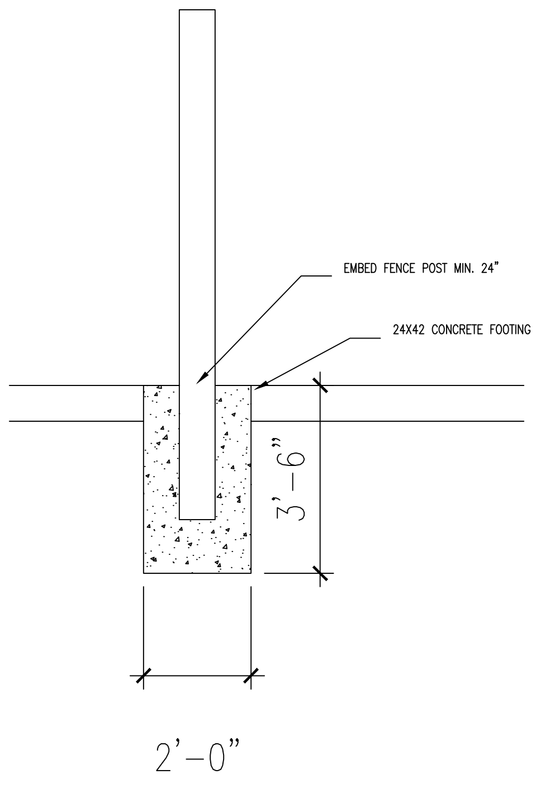
01 DETAIL - SHADE CANOPY

SCALE: 1/2" = 1'-0"



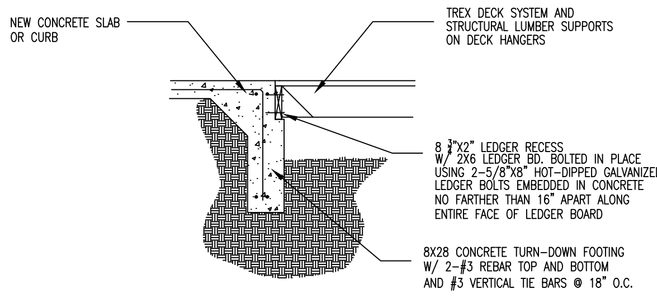
02 DETAIL - SHADE CANOPY

SCALE: 1/2" = 1'-0"



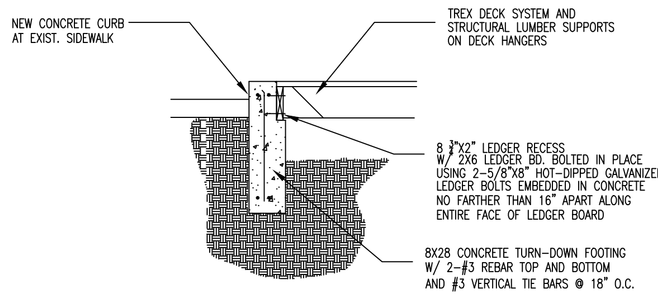
03 DETAIL - TYP. FENCE POST

SCALE: 1/2" = 1'-0"



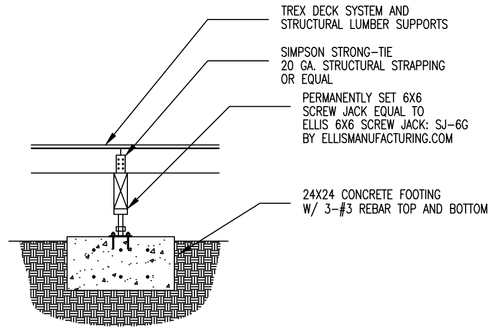
04 DETAIL - CONCRETE TURN-DOWN/DECK LEDGER

SCALE: 1/2" = 1'-0"



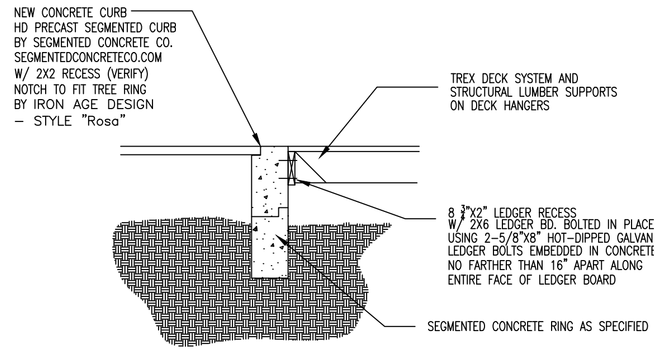
05 DETAIL - CONCRETE CURB/DECK LEDGER @ EXIST. SIDEWALK

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"

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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:
ARCHITECTURAL DETAILS

SHEET NUMBER:
A3.4

PROJECT MANUAL AND SPECIFICATIONS

* THE TERMS GENERAL CONTRACTOR, G.C. AND CONTRACTOR SHALL BE INTERCHANGEABLE.

GENERAL CONDITIONS - SECTION 010000

1.1 CONTRACT RESPONSIBILITIES

A. THE A.I.A. DOCUMENT A201 GENERAL CONDITIONS, CURRENT EDITION, SHALL APPLY TO THE PROJECT. A COPY CAN BE MADE AVAILABLE UPON REQUEST.

1.2 FIELD CONDITIONS

A. THE G.C. SHALL TAKE ALL REASONABLE STEPS TO PROTECT AND MAINTAIN THE HEALTH OF EXISTING TREES IN THE PROJECT SITE BY CORDONING OFF A PROTECTIVE ZONE TO PROTECT THE TREE AND DRIP CANOPY ZONE FROM DAMAGE AND EXCESSIVE SOIL COMPACTION. CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACEMENT OF LOST TREE FOR A PERIOD OF TWO YEARS IF DUE TO DAMAGE BY G.C. ACTIVITY.

B. THE G.C. SHALL VERIFY SIZE AND LOCATION OF ALL SITE IMPROVEMENTS, EQUIPMENT ETC. AND COORDINATE WITH ARCHITECT, MECHANICAL AND ELECTRICAL ENGINEER.

C. PRIOR TO EXCAVATION OR TRENCHING THE G.C. SHALL DETERMINE AND VERIFY LOCATION OF UTILITY SERVICES IN ALL AREAS TO BE EXCAVATED.

D. THE G.C. SHALL COORDINATE ALL ELECTRICAL AND I.T. INSTALLATION WITH ELECTRICAL WORK AS REQUIRED.

1.3 FIELD REVISIONS

A. ANY CHANGES IN PLAN ARRANGEMENT OR DETAILING AND SPECIFIC INSTRUCTIONS FOR THE PROJECT WITHOUT THE PRIOR WRITTEN NOTIFICATION AND APPROVAL OF THE ARCHITECT WILL VOID ANY OBLIGATIONS AND LIABILITIES SET FORTH BY THE OWNER AND THE ARCHITECT.

B. IF ANY SUBSTITUTIONS ARE PROPOSED AND APPROVED FOR SPECIFIC EQUIPMENT, THE G.C. AND HIS SUBCONTRACTORS SHALL BE RESPONSIBLE FOR ALL COORDINATION INCLUDING HVAC, PLUMBING AND ELECTRICAL.

C. ALL MATERIAL SPECIFIED IS TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS INSTRUCTIONS AND SPECIFICATIONS. THE G.C. IS TO CONSTRUCT THE PROJECT IN ACCORDANCE WITH THE DOCUMENTS. ANY DEVIATIONS FROM THE INTENT OF THE DOCUMENTS WITHOUT THE ARCHITECT'S WRITTEN APPROVAL IS AT THE CONTRACTOR'S OWN RISK AND MAY RESULT IN THE WORK BEING REJECTED AND REDONE AT THE CONTRACTOR'S EXPENSE.

D. IN THE EVENT THAT THE QUALITY OR GRADE OF MATERIAL OR WORK IS NOT CLEARLY SPECIFIED, THE G.C. SHALL REQUEST CLARIFICATION FROM THE ARCHITECT. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR ASSUME GRADE OR QUALITY. FAILURE TO CLARIFY MATERIAL QUALITY PRIOR TO BID DOES NOT CONSTITUTE GROUNDS FOR ADDITIONAL PROJECT COSTS.

E. IN THE EVENT A DISCREPANCY OCCURS FROM ONE DRAWING TO ANOTHER OR THE SPECIFICATIONS, THE HIGHER QUALITY SHALL PREVAIL.

1.4 PERMITTING / CODE COMPLIANCE

A. THE G.C. SHALL APPLY FOR ALL PERMITS WHICH INVOLVE DRAWING SUBMITTAL AND PROCESSING (I.E. BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, FIRE AND HEALTH PERMITS) THE G.C.. SHALL OBTAIN THESE PERMITS PRIOR TO CONSTRUCTION AND SHALL PAY ALL PERMITTING FEES.

B. THE G.C. SHALL ASSURE THAT ALL WORK IS DONE IN ACCORDANCE WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES, ORDINANCES AND REQUIREMENTS BY GOVERNING AGENCIES, WHETHER OR NOT SAID CODES, ORDINANCES, REQUIREMENTS, ETC. ARE SPECIFICALLY SHOWN ON THE DRAWINGS AND OR SPECIFICATIONS.

C. CONSTRUCTION MATERIAL, ASSEMBLIES AND PROCEDURES ARE TO COMPLY WITH ALL APPLICABLE CODES AND SUPPLEMENTARY ORDINANCES. WHEN A CONFLICT OCCURS BETWEEN SUCH CODES AND INFORMATION SHOWN ON THE DRAWINGS, THE G.C. SHALL CONSULT WITH THE OWNER'S REPRESENTATIVE OR ARCHITECT FOR RESOLUTION PRIOR TO COMMENCING WORK.

D. CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE ACCESSIBILITY GUIDELINES (I.E. ADA/ANSI) FOR BUILDINGS AND FACILITIES PER THE CURRENT FEDERAL REGISTER, INCLUDING MOUNTING HEIGHTS, CLEARANCES, ACCESSORIES, ETC.

E. THE G.C. SHALL BE RESPONSIBLE FOR SCHEDULING INSPECTIONS BY CODE OFFICIALS AND SHALL PAY INSPECTION FEES ASSOCIATED WITH THE WORK.

F. PRIOR TO ISSUANCE OF THE BUILDING PERMIT, THE G.C. SHALL HAVE EVIDENCE OF CURRENT WORKER'S COMPENSATION INSURANCE COVERAGE ON FILE WITH THE DEPARTMENT IN COMPLIANCE WITH THE LOCAL LABOR CODE.

G. AFTER OBTAINING THE BUILDING PERMIT AND BEFORE COMMENCING WITH THE WORK, THE G.C. SHALL SHOW EVIDENCE OF ALL INSURANCE REQUIREMENTS AS REQUIRED BY THE OWNER.

1.5 NOT USED

1.6 MATERIAL HANDLING

A. THE G.C. SHALL BE RESPONSIBLE FOR RECEIVING ALL TENANT SUPPLIED MATERIALS AND SUPPLYING THE MANPOWER AS REQUIRED TO OFF LOAD SHIPMENTS. WITHIN FIVE WORKING DAYS AFTER AWARD OF CONTRACT, THE G.C. SHALL PROVIDE THE TENANT WITH A PROPOSED PROJECT SCHEDULE INDICATING REQUESTED DATES OF DELIVERY OF TENANT FURNISHED MATERIALS.

B. THE G.C. SHALL CONFIRM THE RECEIPT OF ALL MATERIALS AND VERIFY QUANTITIES WITH THE SHIPPING MANIFEST OR BILL OF LADING. THE G.C. SHALL NOTIFY THE TENANT WITHIN 24 HOURS AFTER RECEIPT OF ANY MATERIALS MISSING FROM SHIPMENTS OR MATERIALS DAMAGED DURING SHIPPING. FAILURE TO DO SO WILL RESULT IN THE G.C. ASSUMING RESPONSIBILITY FOR OVERNIGHT FREIGHT (IF REQUIRED) FOR JOB COMPLETION.

C. THE G.C. IS RESPONSIBLE FOR FILING FREIGHT LOSS CLAIMS DIRECTLY WITH THE CARRIER AND FOLLOWING THROUGH AS NECESSARY WITH ALL SUBSEQUENT PROCEDURES, INCLUDING INSPECTIONS AND REMOVAL OF DAMAGED MATERIALS. THIS APPLIES TO VISIBLE AND CONCEALED DAMAGES OF ALL OWNER SUPPLIED MATERIALS. FAILURE TO DO SO WILL RESULT IN BACK CHARGE EXPENSES TO GENERAL CONTRACTOR.

D. THE G.C. SHALL BE RESPONSIBLE FOR PROTECTING ALL OWNER SUPPLIED MATERIALS THROUGHOUT THE WORK AND IS TO MAKE TOUCH UP REPAIRS AS REQUIRED.

2.1 GENERAL CONSTRUCTION

A. WITHIN FIVE DAYS OF THE AWARD OF THE CONTRACT, THE GENERAL CONTRACTOR SHALL PROVIDE THE TENANT WITH A PROPOSED PROJECT SCHEDULE (BAR GRAPH FORMAT) INDICATING THE START AND COMPLETION DATES OF EACH STAGE OF THE WORK BY TRADE. AT THE SAME TIME THE CONTRACTOR SHALL ALSO SUBMIT TO THE ARCHITECT DOCUMENTATION INDICATING ORDERING AND DELIVERY DATES OF ALL MAJOR EQUIPMENT, MATERIALS AND FINISHES.

B. THE G.C. IS TO HAVE THE SAME FULL TIME QUALIFIED SUPERVISOR ON THE SITE THROUGHOUT THE ENTIRE PROJECT SCHEDULE.

C. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIR OF DAMAGE TO THE WORK OF OTHER TRADES CAUSED BY HIS OPERATIONS. THE NATURE OF SUCH REPAIR WORK MUST RECEIVE THE PRIOR APPROVAL OF THE OWNER'S REPRESENTATIVE.

2.2 PROJECT CLEAN UP / RULES OF CONDUCT / COMPLETION

A. THE G.C. SHALL BE RESPONSIBLE FOR OVERALL CONSTRUCTION SITE CLEANLINESS, INCLUDING PROVISIONS OF A DUMPSTER WITH WEEKLY SERVICING, REMOVAL OF ALL CONTRACTOR / SUBCONTRACTOR REFUSE AND DEBRIS AND SWEEPING OF THE ENTIRE SITE AT THE COMPLETION OF THE WORKDAY.

B. THE PREMISES SHALL BE TURNED OVER CLEAR OF ALL DEBRIS, PACKING, BOXES. WRAPPINGS AND EXCESS MATERIALS AND LEFT IN BROOM SWEPT CONDITION.

C. ALL MIRROR AND GLASS TO BE CLEANED OF PROTECTIVE PADS, MASTICS AND MARKINGS.

D. ALL ELECTRICAL PANELS AND BREAKERS TO BE PROPERLY MARKED.

E. THE G.C. SHALL SET ALL TIMERS FOR PROPER TIMES OF OPERATION AS REQUIRED BY THE OWNER AND LANDLORD.

F. THE G.C. SHALL MOUNT A PERMANENTLY FRAMED CERTIFICATE OF OCCUPANCY. LOCATION TO BE DETERMINED BY THE OWNER AND BUILDING OFFICIALS.

G. SMOKING, LOUD CRUDE LANGUAGE AND LOUD DISRUPTIVE MUSIC IS NOT PERMITTED ON JOB SITE.

SUMMARY OF WORK - SECTION 011000

PART 1 – GENERAL

1.1 PROJECT/WORK IDENTIFICATION

A. THE 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.

1.2 TENANT OCCUPANCY

A. PARTIAL TENANT OCCUPANCY: TENANT (LIBRARY ADMIN) RESERVES THE RIGHT TO PLACE AND INSTALL EQUIPMENT AS NECESSARY IN COMPLETED AREAS OF THE WORK AND TO OCCUPY SUCH COMPLETED AREAS PRIOR TO SUBSTANTIAL COMPLETION, PROVIDED THAT SUCH OCCUPANCY DOES NOT SUBSTANTIALLY INTERFERE WITH COMPLETION OF THE WORK. SUCH PLACING OF EQUIPMENT AND PARTIAL OCCUPANCY SHALL NOT CONSTITUTE ACCEPTANCE OF THE WORK OR ANY PART OF THE WORK.

B. G.C. SHALL OBTAIN A CERTIFICATE OF OCCUPANCY FROM LOCAL BUILDING OFFICIALS PRIOR TO TENANT OCCUPANCY.

C. PRIOR TO PARTIAL TENANT OCCUPANCY, MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE FULLY OPERATIONAL. REQUIRED INSPECTIONS AND TESTS SHALL HAVE BEEN SUCCESSFULLY COMPLETED. UPON OCCUPANCY THE CONTRACTOR WILL PROVIDE OPERATION AND MAINTENANCE OF MECHANICAL AND ELECTRICAL SYSTEMS IN OCCUPIED PORTIONS OF THE WORK.

1.3 PRE–ORDERED PRODUCTS

A. GENERAL: TENANT MAY NEGOTIATE PURCHASE ORDERS WITH NATIONAL ACCOUNT VENDORS OF MATERIAL AND EQUIPMENT TO BE INCORPORATED INTO THE WORK. THESE PURCHASE ORDERS ARE ASSIGNED TO THE CONTRACTOR AND COSTS FOR RECEIVING, HANDLING, STORAGE, AND INSTALLATION ARE INCLUDED IN THE CONTRACT SUM.

B. THE CONTRACTOR'S RESPONSIBILITIES ARE THE SAME AS IF THE CONTRACTOR NEGOTIATED PURCHASE ORDERS, INCLUDING RESPONSIBILITY TO RENEGOTIATE PURCHASE IF NECESSARY AND TO EXECUTE FINAL PURCHASE ORDER AGREEMENTS.

C. TENANT RESERVES THE RIGHT TO ORDER AND PURCHASE ANY ITEMS IDENTIFIED IN THE CONSTRUCTION DOCUMENTS TO BE PROVIDED TO G.C. FOR INSTALLATION.

1.4 TENANT–FURNISHED ITEMS

A. NOT USED

B. TENANT WILL ARRANGE AND PAY FOR DELIVERY OF TENANT–FURNISHED ITEMS IN ACCORDANCE WITH THE CONTRACTOR'S CONSTRUCTION SCHEDULE, AND WILL INSPECT DELIVERIES FOR DAMAGE.

C. IF TENANT–FURNISHED ITEMS ARE DAMAGED DURING DELIVERY, DEFECTIVE OR MISSING, THE OWNER WILL ARRANGE FOR REPLACEMENT. THE OWNER WILL ALSO ARRANGE FOR MANUFACTURER'S FIELD SERVICES, AND THE DELIVERY OF MANUFACTURER'S WARRANTIES AND BONDS TO THE TENANT.

D. THE CONTRACTOR IS RESPONSIBLE FOR DESIGNATING THE DELIVERY DATES OF TENANT–FURNISHED ITEMS IN THE CONTRACTOR'S CONSTRUCTION SCHEDULE AND FOR RECEIVING, UNLOADING AND HANDLING TENANT–FURNISHED ITEMS AT THE SITE. THE CONTRACTOR IS RESPONSIBLE FOR PROTECTING TENANT–FURNISHED ITEMS FROM DAMAGE, INCLUDING DAMAGE FROM EXPOSURE TO THE ELEMENTS, AND SHALL REPAIR OR REPLACE ITEMS DAMAGED AS A RESULT OF HIS OPERATIONS.

PROJECT MEETINGS - SECTION 012000

PART 1 – GENERAL

1.1 QUALITY ASSURANCE

A. PERSONS DESIGNATED BY CONTRACTORS, SUBCONTRACTORS AND MATERIAL SUPPLIERS TO ATTEND AND PARTICIPATE IN THE PROJECT PROGRESS MEETINGS SHALL HAVE ALL REQUIRED AUTHORITY TO COMMIT THE FIRM THEY REPRESENT TO SOLUTIONS AS MAY BE AGREED UPON WITHIN THOSE MEETINGS.

B. ALL MEETINGS WILL BE HELD AT THE JOB SITE.

C. THE GENERAL CONTRACTOR WILL RECORD ALL SIGNIFICANT DISCUSSIONS AND AGREEMENTS/DISAGREEMENTS OF EACH CONFERENCE OR MEETING, ALONG WITH DATA RELATING TO CONSTRUCTION SCHEDULE CHANGES, AND WILL PROMPTLY DISTRIBUTE (WITHIN THREE DAYS) THE RECORD OF THE MEETING TO EACH FIRM/COMPANY CONCERNED.

1.2 PRE CONSTRUCTION CONFERENCE

A. SCHEDULE A PRE CONSTRUCTION CONFERENCE AND ORGANIZATIONAL MEETING BEFORE STARTING CONSTRUCTION, AT A TIME CONVENIENT TO THE TENANT, BUT NO LATER THAN 10 DAYS AFTER EXECUTION OF THE AGREEMENT. HOLD THE CONFERENCE AT THE PROJECT SITE OR ANOTHER CONVENIENT LOCATION. CONDUCT THE MEETING TO REVIEW RESPONSIBILITIES AND PERSONNEL ASSIGNMENTS. ALL CONTRACTORS INVOLVED IN THE PROJECT MUST ATTEND UNLESS SPECIFICALLY EXCUSED BY THE OWNER'S REPRESENTATIVE.

B. AGENDA: DISCUSS ITEMS OF SIGNIFICANCE THAT COULD AFFECT PROGRESS.

1.3 PROGRESS MEETINGS

A. CONDUCT PROGRESS MEETINGS AT THE PROJECT SITE AT REGULAR WEEKLY INTERVALS WHEN WARRANTED BY PROJECT ACTIVITIES. NOTIFY THE OWNER AND THE ARCHITECT OF SCHEDULED MEETING DATES.

B. ATTENDEES: IN ADDITION TO REPRESENTATIVES OF THE OWNER AND THE ARCHITECT, EACH SUBCONTRACTOR, SUPPLIER, OR OTHER ENTITY CONCERNED WITH CURRENT PROGRESS OR INVOLVED IN PLANNING, COORDINATION, OR PERFORMANCE OF FUTURE ACTIVITIES SHALL BE REPRESENTED AT THESE MEETINGS. ALL PARTICIPANTS AT THE CONFERENCE SHALL BE FAMILIAR WITH THE PROJECT AND AUTHORIZED TO CONCLUDE MATTERS RELATING TO THE WORK. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THE PROPER ATTENDANCE OF THE REQUIRED PARTIES. ATTENDANCE MAY BE BY VIRTUAL MEANS.

C. AGENDA: REVIEW AND CORRECT OR APPROVE MINUTES OF THE PREVIOUS PROGRESS MEETING. REVIEW OTHER ITEMS OF SIGNIFICANCE THAT COULD AFFECT PROGRESS. INCLUDE TOPICS FOR DISCUSSION AS APPROPRIATE TO THE STATUS OF THE PROJECT. TO THE MAXIMUM EXTENT POSSIBLE, THE GENERAL CONTRACTOR SHALL ADVISE THE OWNER AT LEAST 24 HOURS IN ADVANCE OF SCHEDULED PROJECT PROGRESS MEETINGS REGARDING ALL ITEMS TO BE ADDED TO THE AGENDA.

1. CONTRACTOR'S CONSTRUCTION SCHEDULE: REVIEW PROGRESS SINCE THE LAST MEETING. DETERMINE WHERE EACH ACTIVITY IS IN RELATION TO THE CONTRACTOR'S CONSTRUCTION SCHEDULE, WHETHER ON TIME OR AHEAD OR BEHIND SCHEDULE. DETERMINE HOW CONSTRUCTION BEHIND SCHEDULE WILL BE EXPEDITED; SECURE COMMITMENTS FROM PARTIES INVOLVED TO DO SO. DISCUSS WHETHER SCHEDULE REVISIONS ARE REQUIRED TO INSURE THAT CURRENT AND SUBSEQUENT ACTIVITIES WILL BE COMPLETED WITH IN THE CONTRACT TIME.

SUBMITTALS - SECTION 0133000

PART 1 – GENERAL

1.1 SUBMITTAL PROCEDURES

A. ALL SUBMITTALS MUST BE TRANSMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL, WITHIN THE FIRST 10 CALENDAR DAYS AFTER CONTRACT AWARD, UNLESS SPECIFICALLY PERMITTED TO BE DELAYED, IN WRITING, BY THE ARCHITECT. SUCH DELAY MUST BE REQUESTED IN WRITING, FULLY STATING SUPPORTIVE REASONS FOR THE DELAY, AND THE AMOUNT OF ADDITIONAL TIME REQUESTED. THE ARCHITECT WILL RESPOND IN WRITING WITH THE DECISION.

B. COORDINATION: COORDINATE PREPARATION AND PROCESSING OF SUBMITTALS WITH PERFORMANCE OF CONSTRUCTION ACTIVITIES. TRANSMIT EACH SUBMITTAL SUFFICIENTLY IN ADVANCE OF PERFORMANCE OF RELATED CONSTRUCTION ACTIVITIES TO AVOID DELAY.

1. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR DELIVERY OF ALL SUBMITTALS TO THE OFFICES OF THE ARCHITECT. (WRITTEN PRODUCT/MATERIAL SUBMITTALS MAY BE DIGITAL)

2. COORDINATE EACH SUBMITTAL WITH FABRICATION, PURCHASING, TESTING, DELIVERY, OTHER SUBMITTALS, AND RELATED ACTIVITIES THAT REQUIRE SEQUENTIAL ACTIVITY.

3. COORDINATE TRANSMITTAL OF DIFFERENT TYPES OF SUBMITTALS FOR RELATED ELEMENTS OF THE WORK SO PROCESSING WILL NOT BE DELAYED BY THE NEED TO REVIEW SUBMITTALS CONCURRENTLY FOR COORDINATION.

A. THE ARCHITECT RESERVES THE RIGHT TO WITHHOLD ACTION ON A SUBMITTAL REQUIRING COORDINATION WITH OTHER SUBMITTALS UNTIL ALL RELATED SUBMITTALS ARE RECEIVED. IT IS EXPECTED OF THE CONTRACTOR TO COORDINATE SUBMITTALS TO MINIMIZE SUCH ACTION.

4. EACH SUBMITTAL MUST BE NUMBERED IN SEQUENTIAL NUMERICAL ORDER, CORRESPONDING TO THE NUMBER ASSIGNED TO THE SUBMITTAL AS SHOWN IN THE APPROVED SUBMITTAL SCHEDULE. THIS SUBMITTAL NUMBER MUST BE PLACED ON THE LOWER RIGHT CORNER, TOP SHEET, OR TOP SHEET OF MULTIPLE SHEETS, OF ALL SUBMITTAL COPIES.

5. PROCESSING: TO AVOID THE NEED TO DELAY INSTALLATION AS A RESULT OF THE TIME REQUIRED TO PROCESS SUBMITTALS, ALLOW SUFFICIENT TIME FOR SUBMITTAL REVIEW, INCLUDING TIME FOR RESUBMITTALS.

A. ALLOW 7 DAYS FOR INITIAL REVIEW. ALLOW ADDITIONAL TIME IF THE ARCHITECT MUST RELAY TO ENGINEERS FOR REVIEW.

B. IF AN INTERMEDIATE SUBMITTAL IS NECESSARY, PROCESS THE SAME AS THE INITIAL SUBMITTAL.

C. ALLOW 3 DAYS FOR REPROCESSING EACH RE–SUBMITTAL.

D. THE ARCHITECT MAY ADVISE THE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION, OTHERWISE, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FULLY COORDINATE ALL SUBMITTAL REQUIREMENTS, INCLUDING SUB–CONTRACTORS.

E. NO EXTENSION OF CONTRACT TIME WILL BE AUTHORIZED BECAUSE OF FAILURE TO TRANSMIT SUBMITTALS TO THE ARCHITECT SUFFICIENTLY IN ADVANCE OF THE WORK TO PERMIT PROCESSING, AS DESCRIBED HEREIN.

F. SUBMIT 5 COPIES OF EACH SUBMITTAL.

C. SUBMITTAL PREPARATION: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL FOR IDENTIFICATION. INDICATE THE NAME OF THE ENTITY THAT PREPARED EACH SUBMITTAL ON THE LABEL OR TITLE BLOCK.

1. INCLUDE THE FOLLOWING INFORMATION ON THE LABEL FOR PROCESSING AND RECORDING ACTION TAKEN.

A. PROJECT NAME.
B. DATE.
C. NAME AND ADDRESS OF THE ARCHITECT.
D. NAME AND ADDRESS OF THE CONTRACTOR.
E. NAME AND ADDRESS OF THE SUBCONTRACTOR, OR
F. NAME AND ADDRESS OF THE SUPPLIER, OR
G. NAME OF THE MANUFACTURER.
H. NUMBER AND TITLE OF APPROPRIATE SPECIFICATION SECTION.
I. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE.
J. SUBMITTAL NUMBER.

D. SUBMITTAL TRANSMITTAL: PACKAGE EACH SUBMITTAL APPROPRIATELY FOR TRANSMITTAL AND HANDLING. TRANSMIT EACH SUBMITTAL FROM THE CONTRACTOR TO THE ARCHITECT USING A TRANSMITTAL FORM. THE ARCHITECT WILL NOT ACCEPT SUBMITTALS RECEIVED FROM SOURCES OTHER THAN THE CONTRACTOR.

1.2 SHOP DRAWINGS

A. THESE PROCEDURES MUST BE FOLLOWED BY ALL PARTIES WITHOUT DEVIATION, UNLESS APPROVED IN WRITING BY THE ARCHITECT. LOSS OF CONSTRUCTION TIME DUE TO THE CONTRACTOR'S UNWILLINGNESS TO ADOPT AND FOLLOW THESE PROCEDURES WILL NOT BE CAUSE TO EXTEND THE CONTRACT COMPLETION DATE.

B. SUBMIT NEWLY PREPARED INFORMATION DRAWN ACCURATELY TO SCALE. HIGHLIGHT, ENCIRCLE, OR OTHERWISE INDICATE DEVIATIONS FROM THE CONTRACT DOCUMENTS. DO NOT REPRODUCE CONTRACT DOCUMENTS OR COPY STANDARD INFORMATION AS THE BASIS OF SHOP DRAWINGS. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT IS NOT CONSIDERED A SHOP DRAWING AND WILL NOT BE ACCEPTED.

C. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO CAUSE ALL SUBCONTRACTORS, SUPPLIERS, ETC. UNDER HIS CONTRACTUAL CONTROL, TO COMPLY WITH ALL OF THESE PROCEDURES HEREIN, IN FULL, AND WITHOUT DEVIATION.

D. SHOP DRAWINGS INCLUDE FABRICATION AND INSTALLATION DRAWINGS, SETTING DIAGRAMS, SCHEDULES, PATTERNS, TEMPLATES AND SIMILAR DRAWINGS. INCLUDE THE FOLLOWING INFORMATION:

1. DIMENSIONS.
2. IDENTIFICATION OF PRODUCTS AND MATERIALS INCLUDED BY SHEET AND DETAIL NUMBER.
3. COMPLIANCE WITH SPECIFIED STANDARDS.
4. NOTATION OF COORDINATION REQUIREMENTS.
5. NOTATION OF DIMENSIONS ESTABLISHED BY FIELD MEASUREMENT.

E. SHOP DRAWINGS SHOULD BE COMPLETED SHOWING ALL NECESSARY DETAILS AND SPECIAL CONDITIONS. MANUFACTURER'S STANDARD DETAIL CUTS CAN BE USED ONLY IF THEY FULLY DEMONSTRATE ACTUAL DESIGN OR PROJECT CONDITIONS (AS DETERMINED BY THE ARCHITECT), OTHERWISE, NEW AND COMPREHENSIVELY DRAFTED DETAILS MUST BE SUBMITTED. NONCOMPLIANCE OF THIS REQUIREMENT WILL BE CAUSE FOR REJECTION OF SHOP DRAWINGS WITHOUT REVIEW.

1. DRAWING SUBMITTAL: SUBMIT (1) PDF FILE OF EACH SHOP DRAWING. EXCEPT FOR TEMPLATES, PATTERNS AND SIMILAR FULL–SIZE DRAWINGS, SUBMIT SHOP DRAWINGS ON SHEETS AT LEAST 8–1/2 BY 11 INCHES (215 BY 280 MM) BUT NO LARGER THAN 24 BY 36 INCHES (890 BY 1220 MM).

2. THE CONTRACTOR SHALL PRINT OFF THE FINAL, APPROVED REPRODUCIBLE, SUCH AS SHEETS ARE NECESSARY FOR CONSTRUCTION USE, SUBCONTRACTORS USE, COORDINATION NEEDS, SUCH AS MAINTENANCE MANUALS, ETC. OR OTHER REQUIREMENTS FOR "RECORD DOCUMENTS".

3. THE CONTRACTOR SHALL BE RESPONSIBLE TO PRINT ALL NECESSARY COPIES OFF ANY SUBMITTAL REPRODUCIBLE AS IS NEEDED TO EXECUTE THE WORK AFTER ARCHITECT'S APPROVAL, OR FOR INTERIM USE PRIOR TO FINAL ARCHITECT'S APPROVAL.

4. DO NOT USE SHOP DRAWINGS (OR ALLOW THEM TO BE AT THE JOB SITE) WITHOUT AN APPROPRIATE FINAL STAMP INDICATING ACTION TAKEN.

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.

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

GREGORY D HOLMAN
NO. 005926
10/31/2025

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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:
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, permeability, 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 each 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. Permability: **≥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. **Joint Layout:** 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
3. Pavement joints: Self leveling silicone (ASTM D5893) or hot poured (ASTM D6690).
4. 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. **Size/Thickness:** 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**, permibility **≈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: ≤ 1/4" 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/D2844** – Tuft Bind (as available from manufacturer).
H. **ASTM D1557/D698** – Laboratory Compaction (Modified/Standard Proctor).
I. **ANSI A118.4/A118.15** – Latex-modified thin set mortar (if using thin set over slab).
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 **ICC29291/PFI951** 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 2.2A 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 border 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**; permitivity **≈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).

STUDIO 27 Space Planning Architecture Interior Design Construction Management

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
12/31/2025
GREGORY D HOLMAN
NO. 009006
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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:
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):** 2x4 PT *UC3B** or **UC4A**; three-rail configuration (top/mid/bottom).
C. **Pickets:** 1x6 nominal (actual 3/4 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 (AA-M12C22A31 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 stocks 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. Weld 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.bcburke.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.bcburke.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.willypost.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	DOOR DIMENSIONS HEIGHT	DOOR DIMENSIONS THICKNESS	DOOR MATERIAL	DOOR RATING	DOOR 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 MECHANISMS, 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.

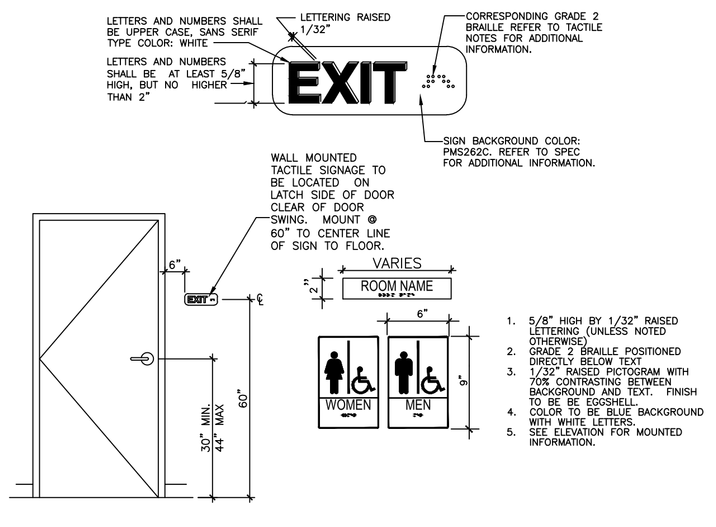
K. COORDINATE W/ OWNER FOR ADDITIONAL ROOM OR INFORMATIONAL SIGNAGE AS REQUIRED.

DOOR 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



TACTILE EXIT SIGN DETAIL
SCALE: 1/2"=1'-0"

TACTILE EXIT SIGN NOTES

SIGN REQUIREMENTS:

TACTILE EXIT SIGNS:

EXIT STAIR DOWN
EXIT RAMP DOWN
EXIT STAIR UP
EXIT RAMP UP
EXIT ROUTE
TO EXIT
EXIT

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)

DOOR AND WINDOW TYPES

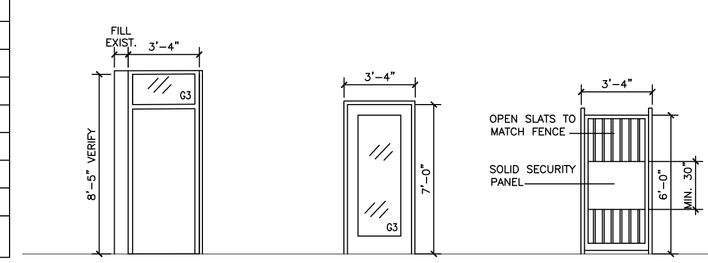
GLASS SCHEDULE FOR DOOR & WINDOWS:

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 (OWNER'S STANDARD) – CENTER GLAZED – FINISH MATCH EXISTING

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
GREGORY D HOLMAN
NO. 009806
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER
BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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

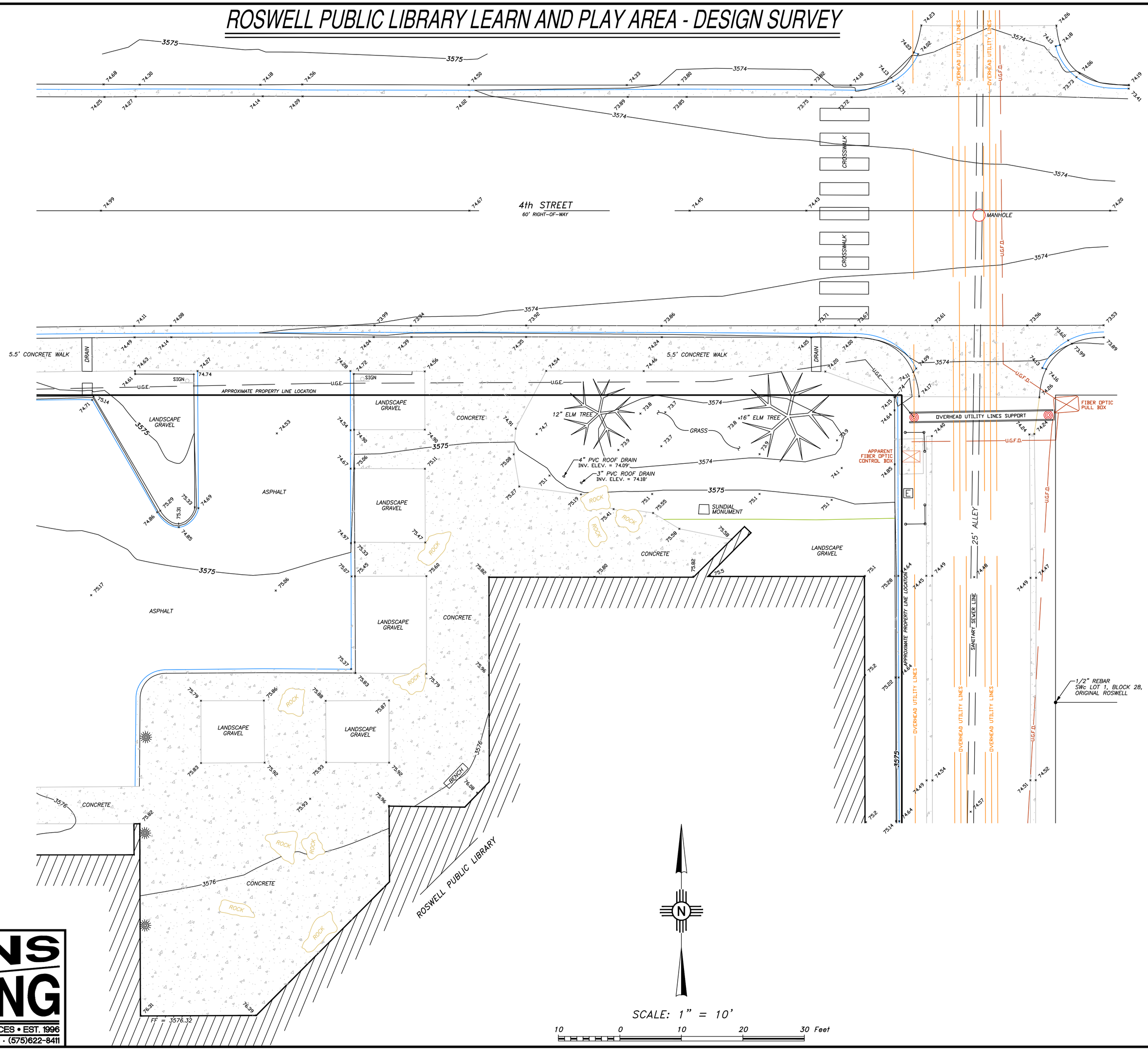
NO.	DATE	DESCRIPTION
01	–	–

DATE: 10.31.2025

SHEET NAME:
DOOR & WINDOW SCHEDULES

SHEET NUMBER:
A4.3

ROSWELL PUBLIC LIBRARY LEARN AND PLAY AREA - DESIGN SURVEY



SCALE: 1" = 10'

10 0 10 20 30 Feet

RAINS SURVEYING
PROFESSIONAL LAND SURVEYING SERVICES • EST. 1996
P.O. BOX 1474 · ROSWELL · NEW MEXICO · (575)622-8411

EXISTING SITE PLAN

NOT TO SCALE

STUDIO 27 Architecture Interior Design Space Planning Construction Management

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STATE OF NEW MEXICO
10/31/2025
GREGORY D HOLMAN
NO. 005926
REGISTERED ARCHITECT

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

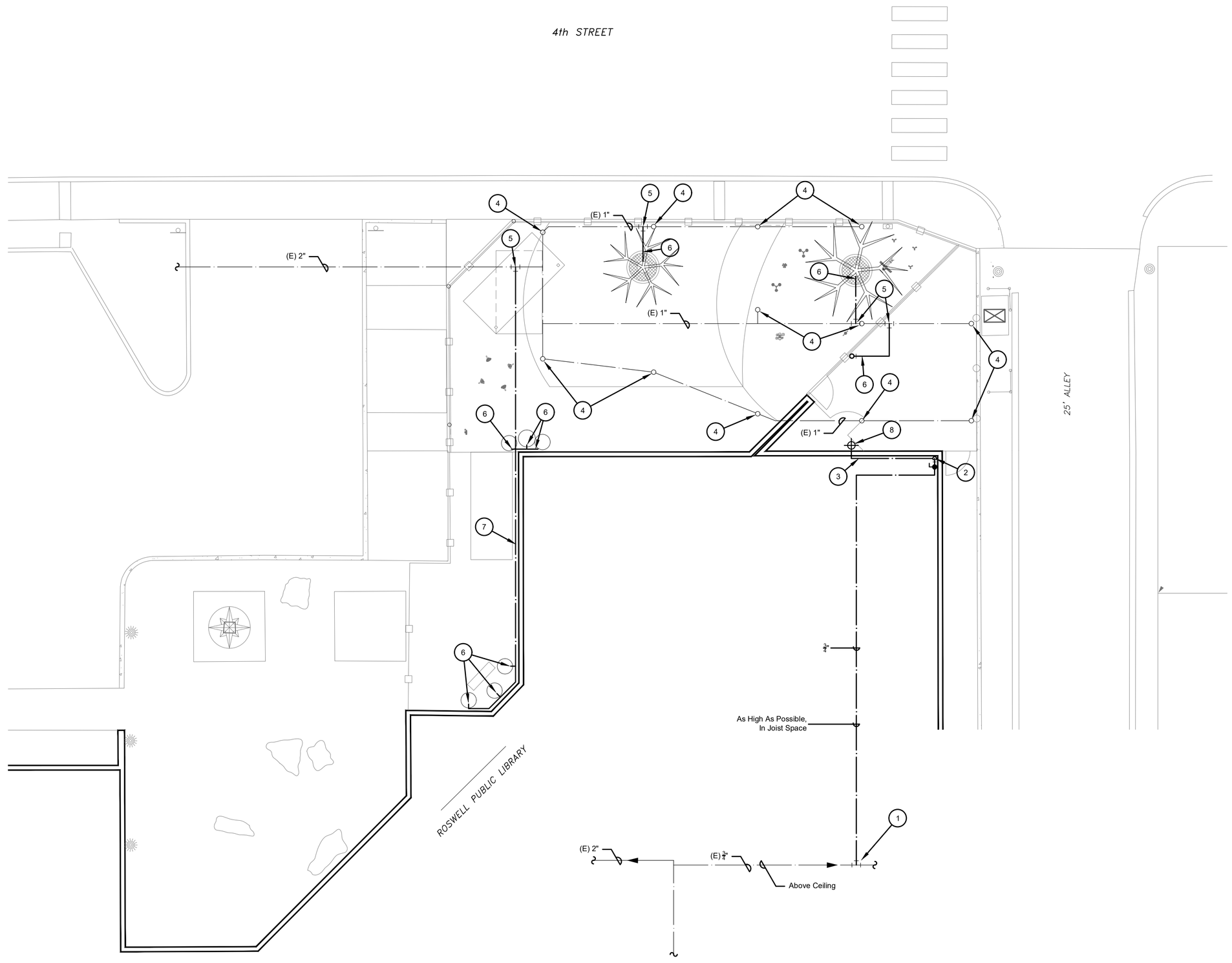
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301 N. PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
SITE 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.

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

STEVEN R. COOK
NEW MEXICO
31086
PROFESSIONAL ENGINEER
10-31-25

CONSULTANTS:

MECH/ELEC/PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
Fax: 806.780.0129
www.bsaengineering.com
TEXAS FIRM REGISTRATION NO. F-4415

STRUCTURAL ENGINEER

CIVIL ENGINEER

INTERIOR DESIGNER

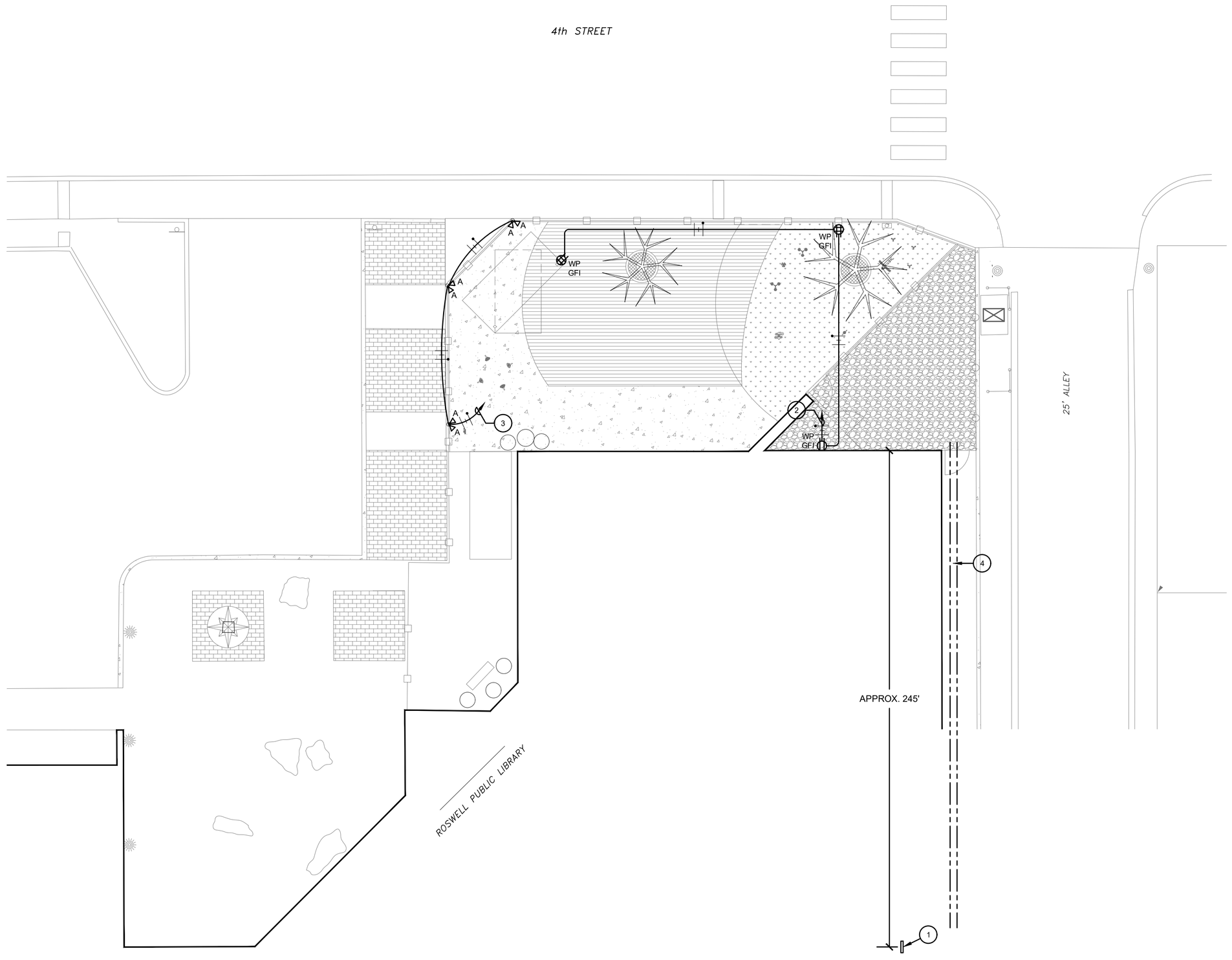
PROJECT NAME:
ROSWELL PUBLIC LIBRARY
CHILDREN'S GARDEN
301N PENNSYLVANIA AVE.
ROSWELL, NM 88201

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.

Studio 27, Inc.
601 West 2nd St., SUITE 8
Roswell, NM 88201
Telephone: 817.907.6477
575.628.8786

MONTY BRADSHAW
NEW MEXICO
15388
LICENSED PROFESSIONAL ENGINEER
10/31/2025

CONSULTANTS:

MECH/ELEC/PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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
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 tight. 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
Telephone: 817.907.6477
575.628.8786

MONTY BRADSHAW
NEW MEXICO
15388
LICENSED PROFESSIONAL ENGINEER
10/31/2025

CONSULTANTS:

MECH./ELEC./PLUMB. ENGINEER

BSA Consulting Engineers, PLLC
Electrical & Mechanical Consulting Engineers
14302 Slide Road
Lubbock, TX 79424-6655
Phone: 806.780.7475
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
301N PENNSYLVANIA AVE.
ROSWELL, NM 88201

NO.	DATE	DESCRIPTION
01	-	-

DATE: 10.31.2025

SHEET NAME:
ELECTRICAL SPECIFICATIONS

SHEET NUMBER:
ES201

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

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

BACKGROUND:
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:
1101-4231-817505 (Capital Outlay - Equipment)] - $193,082.60

LEGAL REVIEW:
N/A

BOARD AND COMMITTEE ACTION:
This is the first time this item is being presented.

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.

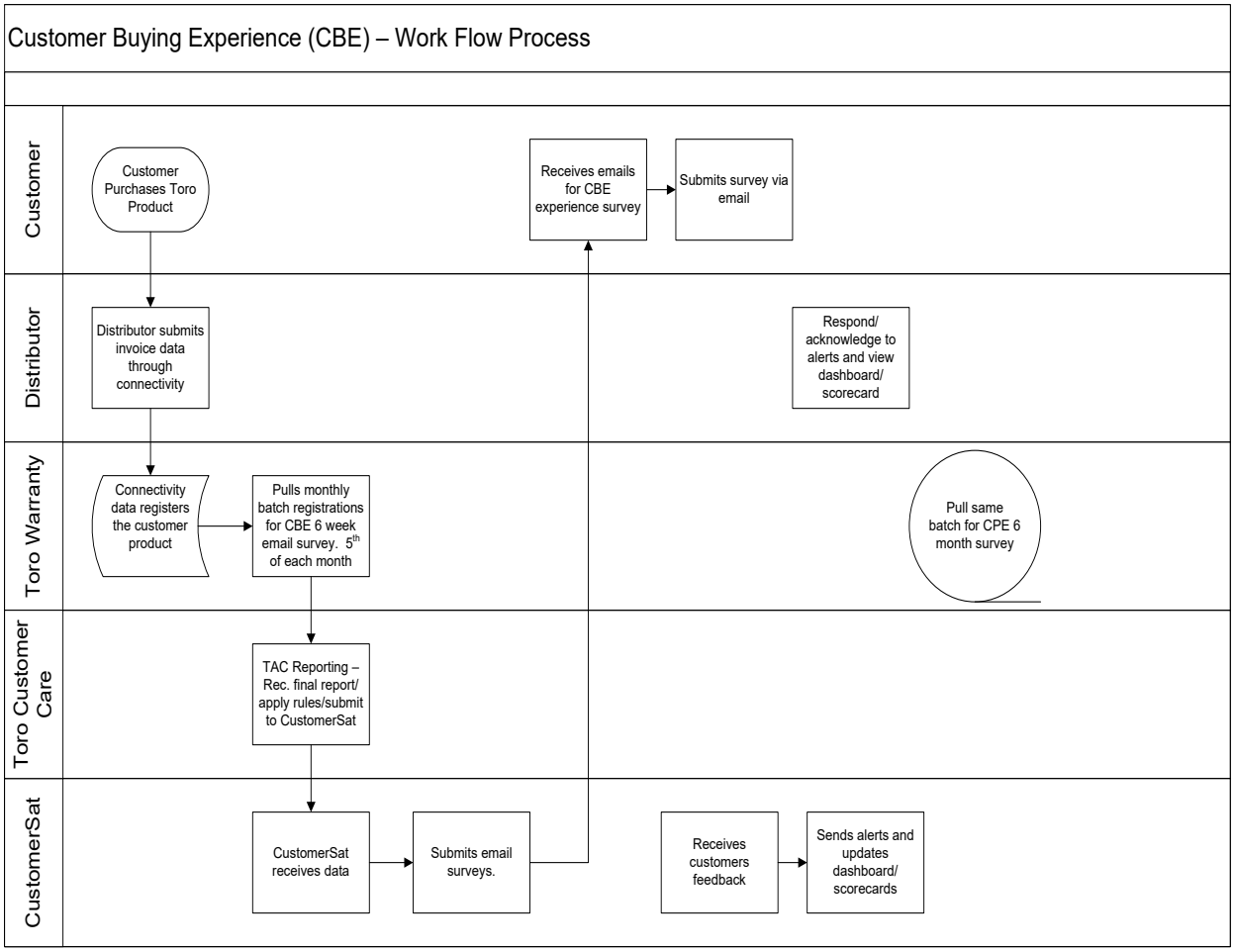
l. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the proposal.

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.

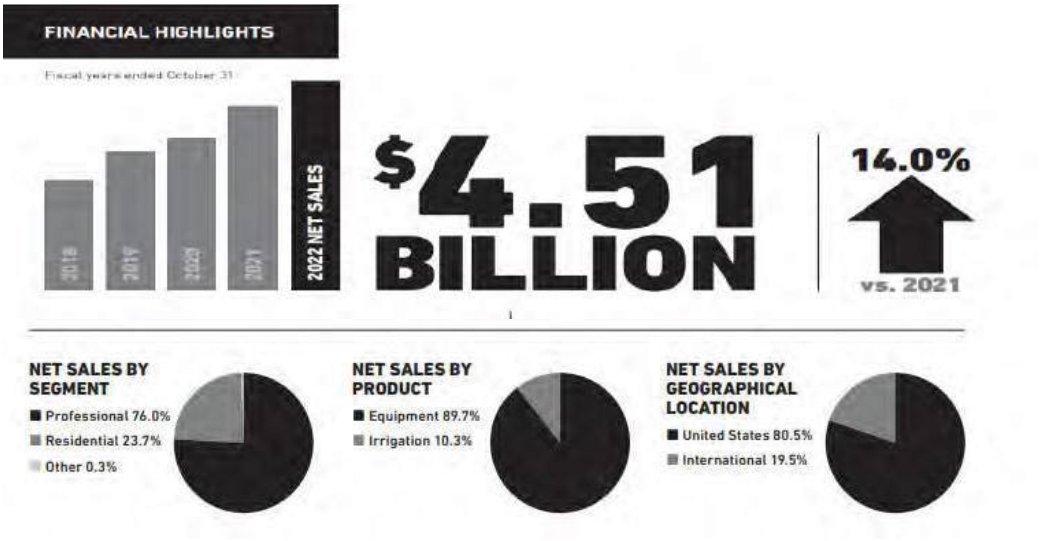
Realizing the need for consistent pricing across our distributors, Toro has created a OMNIA pricing Program within our national quote system (QMS). This assures the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration 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 2~~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.

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" strategi~~es~~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.

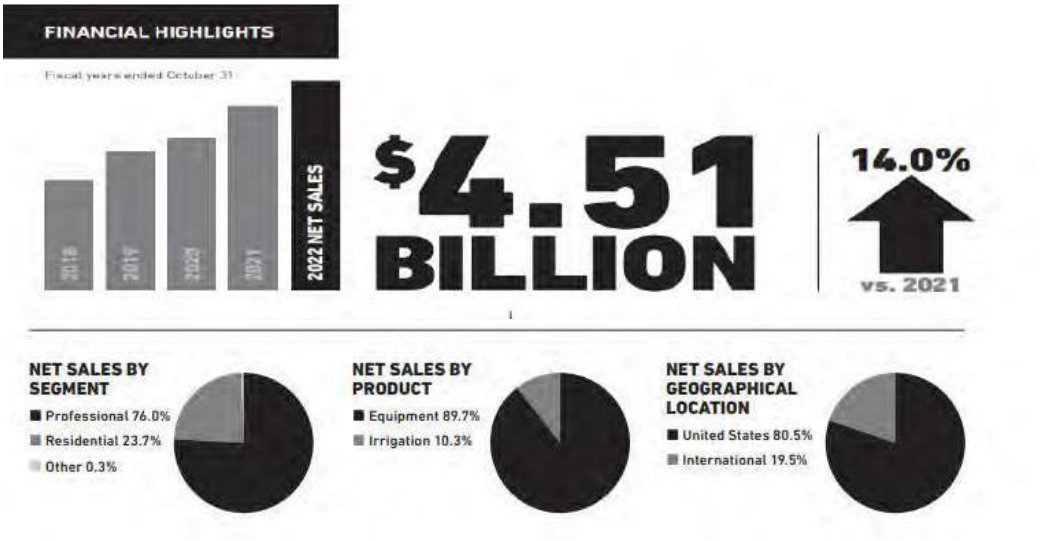
Realizing the need for consistent pricing across our distributors, Toro has created a OMNIA pricing Program within our national quote system (QMS). This assures the correct pricing is applied to the quote, the equipment is 'fit-up' correctly and pricing can be verified by our Programs Administration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

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

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 (l) 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: _____

Version February 24, 2023

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.

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)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Edric Funk _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

Group Vice President _____

Title *Date*

The Toro Company

Company Name

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

See attached: Tab 2_Doc 7_Turf Equipment NJ BRC_03202023.

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: ___Edric Funk_____ Title: __Group Vice President_

Signature: _____ Date: _____

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature _____ Date _____

Version February 24, 2023

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 ECF Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that

implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

Version February 24, 2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES ECF Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
The Toro Company

Address, City, State, and Zip Code:
8111 Lyndale Avenue South, Bloomington, MN 55420
Phone Number: 952-888-8801 Fax Number:

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address:
Edric.Funk@toro.com

Signature of Authorized Representative: Edric C. Funk Date: 8/3/2023

Version February 24, 2023

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: The Toro Company

Address, City, State, and Zip Code:
8111 Lyndale Avenue South, Bloomington, MN 55420

Phone Number: 952-888-8801 Fax Number: _____

Printed Name and Title of Authorized Representative:
Edric Funk, Group Vice President

Email Address: Edric.Funk@toro.com

Signature of Authorized Representative: Edric C. Funk

Date: 8/3/2023

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, The Toro Company , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Edric C. Funk

Signature of Contractor's Authorized Official

Edric Funk, Group VP

Name and Title of Contractor's Authorized Official

8/3/2023

Date

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: The Toro Company

Organization Address: 8111 Lyndale Avenue South, Bloomington, MN 55420

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Edric Funk	Title:	Group Vice President
Signature:	Edric C. Funk	Date:	8/3/2023

Version February 24, 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 Jean Schmitz

Version February 24, 2023

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. Tuke
Authorized Signature and Title

Version February 24, 2023

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/lpci.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."

Version February 24, 2023

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)

Version February 24, 2023

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)

Version February 24, 2023

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

Version February 24, 2023

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

See attached: Doc 7_Turf Equipment NJ BRC_03202023.

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Edric Funk Title: Group Vice President

Signature: 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

Version February 24, 2023

Toro Distributor Listing (Commercial Division)

Distributor Name	Address	City	State/Province	Postal Code	Location_Type	Main_Phone	Main_Fax
Professional Turf Products	1010 No. Industrial Blvd.	Euless	TX	76039	Headquarters	(817) 785-1900	(817) 785-1901
Professional Turf Products	9468 Selma Parkway	Selma	TX	78154	Branch	(210) 666-0808	(210) 666-0171
Professional Turf Products	5520 Brittmoore Rd.	Houston	TX	77041	Branch	(713) 983-0700	(713) 896-0988
Professional Turf Products	2201 N Beech Ave	Broken Arrow	OK	74012	Branch	(918) 622-8676	(918) 663-0116
Century Equipment	5959 Angola Road	Toledo	OH	43615-6390	Headquarters	(419) 865-7400	(419) 865-8215
Century Equipment	8650 Bilstein Blvd.	Hamilton	OH	45015-2204	Branch	(513) 285-1800	(513) 285-1805
Century Equipment	4199 Leap Road	Hilliard	OH	43026	Branch	(614) 771-9995	(614) 771-9990
Midwest Turf & Irrigation	14201 Chalco Valley Parkway	Omaha	NE	68138	Headquarters	(402) 895-8900	(402) 895-8913
Ness Turf	91-220 Kalaeloa Blvd.	Kapolei	HI	96707	Headquarters	(808) 486-8330	(808) 486-8338
Ness Turf	196 East Harmon Industrial Park Road	Tamuning	GU	96913	Branch	(671) 649-4228	(671) 649-2340
Ness Turf	171 Railroad Avenue	Hilo	HI	96720	Branch	(808) 961-3437	(808) 961-2551
Ness Turf	470 South Hana Hwy	Kahului, Maui	HI	96732	Branch	(808) 877-6538	(808) 871-4963
Turf Products Corp.	157 Moody Road	Enfield	CT	6082	Headquarters	(860) 763-3581	(860) 763-5550
Grassland Equipment	892-898 Troy Schenectady Road	Latham	NY	12110-1698	Headquarters	(518) 785-5841	(518) 785-5740
Grassland Equipment	4636 Morgan Place	Liverpool	NY	13090	Branch	(315) 457-0181	(315) 457-0312
E. H. Griffith, Inc.	2250 Palmer Street	Pittsburgh	PA	15218	Headquarters	(412) 271-3365	(412) 271-2614
Hector Turf	1301 N.W. 3rd Street	Deerfield Beach	FL	33442	Headquarters	(954) 429-3200	(954) 360-7657
L. L. Johnson Distributing	4701 Ivy St.	Denver	CO	80216-6400	Headquarters	(303) 320-1270	(303) 355-8250
Kenney Machinery Corp.	8420 Zionsville Road	Indianapolis	IN	46268	Headquarters	(317) 872-4793	(317) 879-2331
Kenney Machinery Corp.	13205 Complete Court	Louisville	KY	40223	Branch	(502) 253-9868	(502) 253-9725
Midland Implement	402 Daniels Street	Billings	MT	59101	Headquarters	(406) 248-7771	(406) 252-5772
Midland Implement	5650 Alloy South	Missoula	MT	59808	Branch	(406) 721-7867	(406) 721-2899
MTI Distributing	4830 Azelia Ave. N. Ste. 100	Brooklyn Center	MN	55429	Headquarters	(763) 592-5600	(763) 592-6600
MTI Distributing	8901 Springdale Avenue	Berkeley	MO	63134-2400	Branch	(314) 506-4100	(314) 506-4150
MTI Distributing	3841 SE Capitol Circle	Grimes	IA	50111-4857	Branch	(515) 661-6800	(763) 592-6600
Simpson-Norton Corporation	4144 S. Bullard Ave.	Goodyear	AZ	85338-3613	Headquarters	(623) 932-5116	(623) 932-5299
Simpson-Norton Corporation	2682 N. Abels Lane #10	Las Vegas	NV	89115-4453	Branch	(702) 644-4066	(702) 644-5302
Jerry Pate Turf & Irrigation	6100 Village Oaks Drive	Pensacola	FL	32504-6958	Headquarters	(850) 479-4653	(850) 484-8596
Jerry Pate Turf & Irrigation	5350 Tulane Dr.	Atlanta	GA	30336	Branch	(404) 346-5340	(404) 349-0019
Jerry Pate Turf & Irrigation	604 28th Street North	Birmingham	AL	35203	Branch	(205) 945-9144	
Reinders	W227 N6225 Sussex Road	Sussex	WI	53089	Headquarters	(262) 786-3300	(262) 786-6111
Reinders	800 Randolph Drive	Appleton	WI	54913	Branch	(920) 788-0200	(920) 788-4272
Reinders	4217 Nakoosa Trail	Madison	WI	53714	Branch	(608) 244-0200	(608) 244-6101
Reinders	911 Tower Rd	Mundelein	IL	60060	Branch	(847) 393-2160	(847) 678-5511
Turf Equipment & Irrigation	1630 South Gladiola Street	Salt Lake City	UT	84104	Headquarters	(801) 566-3256	(801) 566-5889
Turf Equipment & Irrigation	2592 S. Beverly Street	Boise	ID	83709	Branch	(208) 331-0074	(208) 331-0076
Turf Equipment and Supply	16 Hagerty Blvd	West Chester	PA	19382	Branch	(888) 384-8676	
Turf Equipment and Supply	8015 Dorsey Run Road	Jessup	MD	20794	Headquarters	(410) 799-5575	(410) 799-6953
Turf Equipment and Supply	33180 Dupont Blvd.	Frankford	DE	19945	Branch	(302) 732-9290	(302) 732-7879
Spartan Distributors	487 W. Division Street	Sparta	MI	49345	Headquarters	(616) 887-7301	(616) 887-6288
Spartan Distributors	1050 Opdyke Road	Auburn Hills	MI	48326	Branch	(248) 373-8800	(248) 373-8899
Smith Turf & Irrigation	4355 Golf Acres Drive	Charlotte	NC	28208	Headquarters	(704) 393-8873	(704) 398-1428
Smith Turf & Irrigation	525 Fairground Court	Nashville	TN	37211-2008	Branch	(615) 726-8811	(615) 242-3274
Smith Turf & Irrigation	4656 Highway 17 Bypass South	Myrtle Beach	SC	29588	Branch	(843) 293-7846	(843) 293-6492
Smith Turf & Irrigation	10732 Dutchtown Road	Knoxville	TN	37932-3214	Branch	(865) 675-5666	(865) 671-0997
Smith Turf & Irrigation	2201 Dabney Road	Richmond	VA	23230-0327	Branch	(804) 355-6404	(804) 358-9189
Storr Tractor Company	3191 U.S. Hwy 22 East	Branchburg	NJ	08876-3481	Headquarters	(908) 722-9830	(908) 722-9847

Storr Tractor Company	175 13th Avenue	Ronkonkoma	NY	11779	Branch	(631) 588-5222	(631) 588-5398
Wesco Turf	2101 Cantu Court	Sarasota	FL	34232-6242	Headquarters	(941) 377-6777	(941) 371-2967
Wesco Turf	7037-37 Commonwealth Avenue	Jacksonville	FL	32220	Branch	(904) 783-0500	(904) 783-3835
Wesco Turf	300 Technology Park	Lake Mary	FL	32746	Branch	(407) 333-3600	(407) 333-9246
Turf Star, Inc.	2438 Radley Court	Hayward	CA	94545	Headquarters		(509) 483-7563
Turf Star, Inc.	79-253 Country Club Drive	Bermuda Dunes	CA	92203	Branch		(760) 345-4297
Turf Star, Inc.	955 Beacon Street	Brea	CA	92821	Branch		(714) 990-8729
Turf Star, Inc.	11373 Sunrise Gold Circle	Rancho Cordova	CA	95742-6533	Branch		(916) 635-3448
Turf Star, Inc.	3928 N Blatella Lane	Fresno	CA	93727	Branch		(559) 277-7123
Turf Star, Inc.	2110 La Mirada Dr.	Vista	CA	92081	Branch		(760) 734-4285
Turf Star, Inc.	5869 South 194th Street	Kent	WA	98032	Branch	(253) 872-8858	(253) 872-6942
Turf Star, Inc.	2824 E. Garland	Spokane	WA	99207-5810	Branch	(509) 483-8665	(509) 483-7563
Turf Star, Inc.	11175 SW Ellisgen Way	Sherwood	OR	97140	Branch		
Turf Care Products Canada	200 Pony Drive	Newmarket	Ontario	L3Y 7B6	Headquarters	+1 905 836 0988	
Turf Care Products Canada	3155 Carp Rd. Unit #2.	Ottawa	Ontario	K0A 1L0	Branch	(613) 839-7474	(613) 839-0220
Turf Care Products Canada	2499 Rang St-Antoine	Vaudreuil-Dorion	Quebec	J7V 8P2	Branch	(450) 218-4544	(450) 218-4550
Turf Care Products Canada	196522 Hwy 119	Medina	Ontario	N0M 2G0	Branch	(519) 349-2400	(519) 349-2421
Oakcreek Golf & Turf	3816 - 64 Avenue SE	Calgary	Alberta	T2C 2B4	Headquarters	+1 403 279 2907	+1 403 236 7995
Oakcreek Golf & Turf	111 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.

©2020 The Toro Company. All rights reserved. Rev 11/20

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													
			Contract Number:		Admin Fee %														
			Reporting Period:		Total Admin Fee	$0.00										FOR OMNIA USE ONLY			
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).

<u>Workman UTX</u>
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.

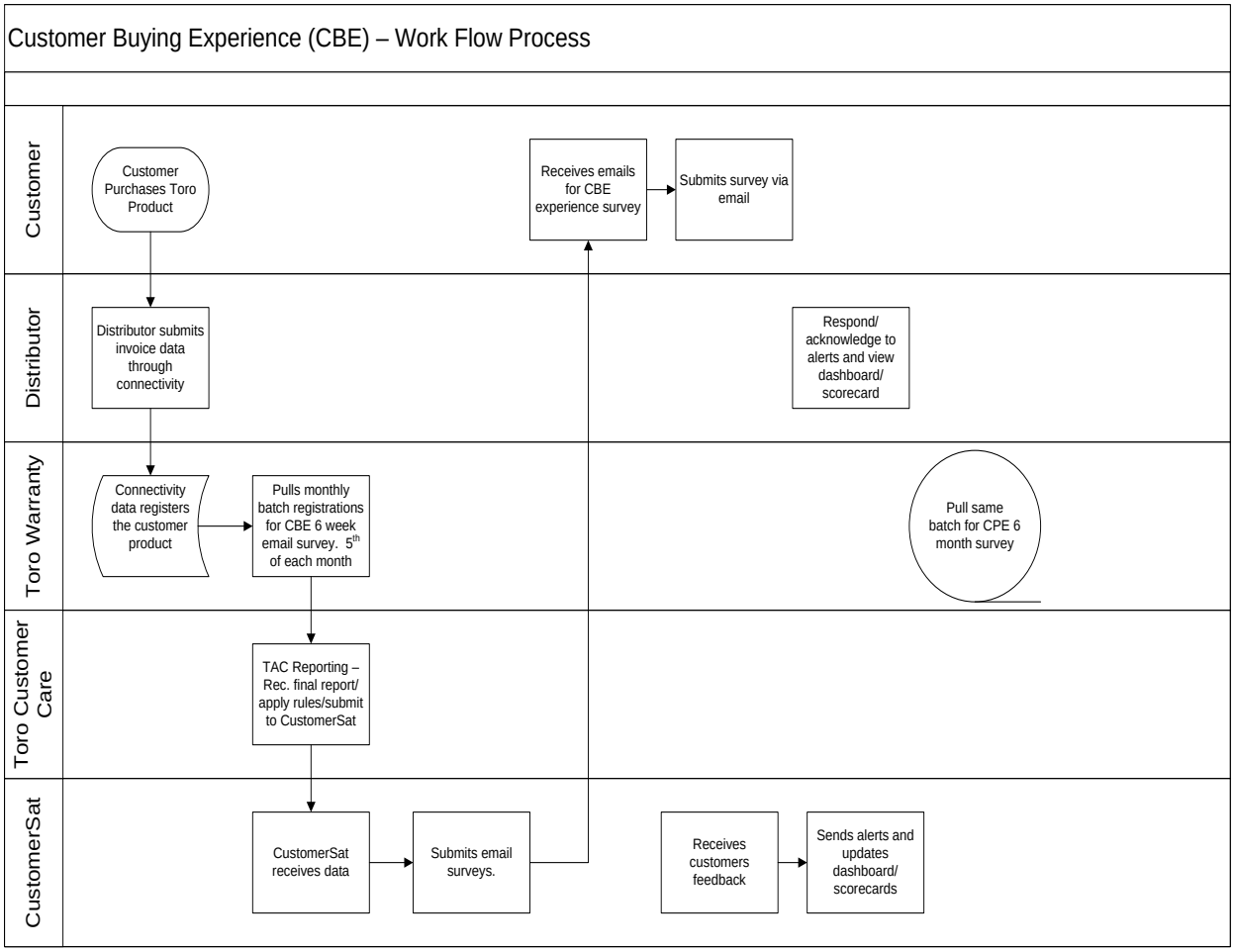
l. If Respondent requires additional agreements, a copy of the proposed agreement must be included with the proposal.

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™

©2022 The Toro Company. All rights reserved. Rev. 2/22

Call your Toro distributor at 800-803-8676

Groundsmaster® 4100-D/4110-D Specifications*

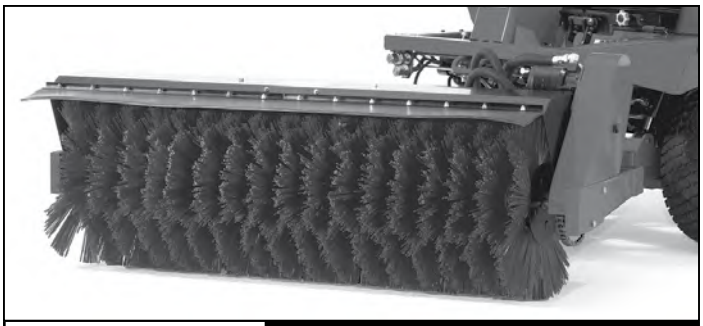
	GROUNDSMASTER 4100-D, MODEL 30608 GROUNDSMASTER 4110-D, MODEL 30644
ENGINE	Yanmar® 4-cylinder, liquid-cooled, turbo-charged diesel. 127 cu. in. (2.1 liter) displacement. Engine rated at 55 hp (41 kW) net and 125 ft.-lbs. (169 Nm) torque at 2,000 rpm. 8 quart (7.6 liter) oil capacity. EPA Tier IV Final 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.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

The Groundsmaster 4100-D/4110-D Series 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 OMNIA PARTNERS Sourcewell Kinetic GPO

Structure Committee 279 of 483 Roswell, NM

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

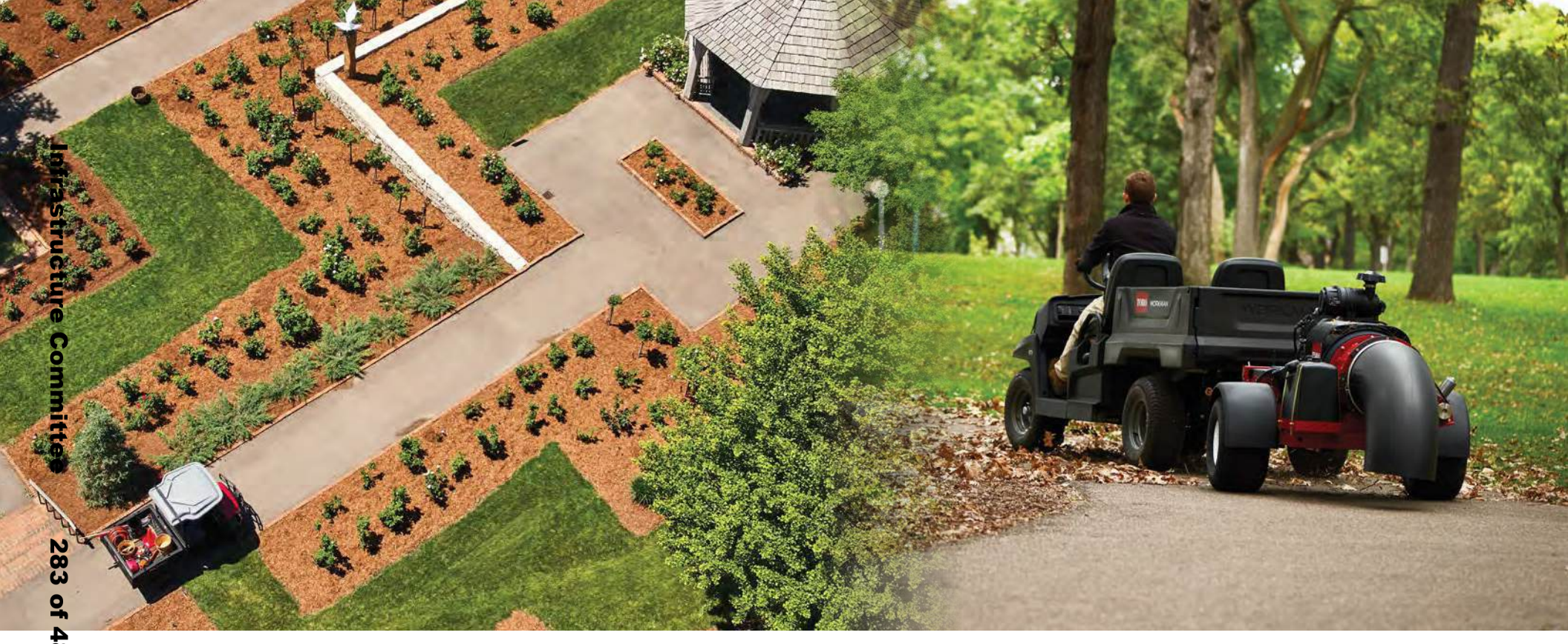


Groundsmaster® 1200

12-foot wide pull-behind productivity.

Submitted for Committee
282 of 483
Roswell, NM

Infrastructure Committee
283 of 483
Roswell, NM



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.

Infrastructure Committee
284 of 483
Roswell, NM

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

Infrastructure Committee
285 of 483
Roswell, NM

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

PROFESSIONAL SERVICES

toro.com/commercialparts

Asset Management for Turf Maintenance
toro.com/myturfpro

TORO PROTECTION PLUS™
Extended Protection Plan
toro.com/tpp

Count on it.

LEARN MORE

CONTACT US AT: **800-803-8676**
OR VISIT US AT: **toro.com**

FOLLOW US!

facebook.com/toro
twitter.com/TheToroCompany
twitter.com/ToroGolf
twitter.com/ToroGrounds
youtube.com/toro
linkedin.com/company/the-toro-company

©2020 The Toro Company. Bloomington, MN 55420
All rights reserved. Printed in the USA.
Part Number 20-005-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.

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

©2020 The Toro Company. All rights reserved. Rev. 12/20

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.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

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

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

SIMPSON NORTON CORPORATION
4144 S. BULLARD AVENUE
GOODYEAR, AZ 85338
(623) 932-5116 FAX (623) 932-5299

INVOICE

INVOICE DATE	INVOICE NO.
05/11/23	1465124-00
P.O. NO.	PAGE #
F42015006490-1	1

CUST.#: 42614

SHIP TO: CITY OF MESA
RIVERVIEW
2414 W RIO SALADO PARKWAY
MESA, AZ 85201

REMIT TO: SIMPSON NORTON CORPORATION
4144 S. BULLARD AVE.
GOODYEAR, AZ 85338

BILL TO: CITY OF MESA
F420 - PARKS & REC - MS7010
PO BOX 16795
MESA, AZ 85211-6795

INSTRUCTIONS	TERMS	
	NET 30	
SHIP Point	SHIP VIA	SHIPPED
SIMPSON NORTON CORP.	O/T Fred B	05/11/23

Order Entry Demand Invoices

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY BACK ORDERED	QUANTITY SHIPPED	QTY. U/M	DISCOUNT MULTIPLIER	UNIT PRICE	AMOUNT (NET)
	RONALD.RICHARDSON@MESAAZ.GOV							
1	03780A RM7000-D Serial #: 315000105	1	0	1	EA	0.00	84687.49	84687.49
2	03710 27" HD 8 Blade DPA Cutti ng Unit Serial #: 314000204	5 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



Infrastructure Committee
292 of 483

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.

Ros

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


SNOWTHROWER


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

Infrastructure Committee
293 of 483



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.



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.

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.

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.

Infrastructure Committee
295 of 483
Ros
I_NM

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 INNOVATIO

	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

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.



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!





NEW

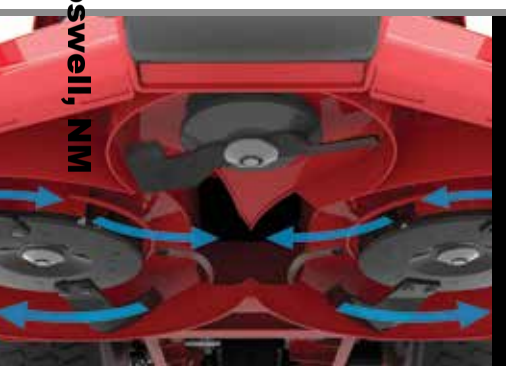
Greensmaster® e1021

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's exclusive Smart Airflow® System provides maximum airflow for superior collection performance.

TORO INNOVATION

	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.

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)

Infrastructure Committee
297 of 483



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.

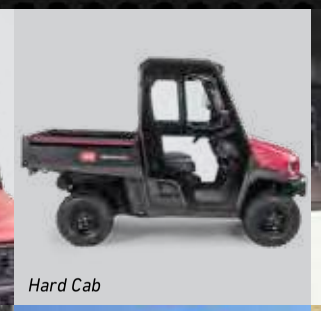


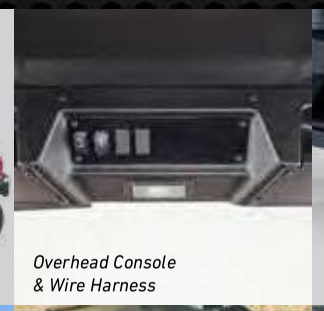
Infrastructure Committee
298 of 483

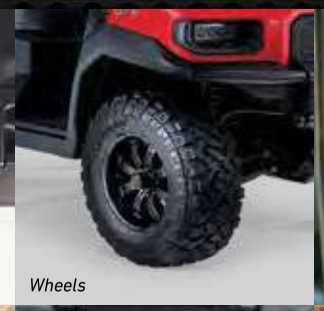
Get to Work

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.

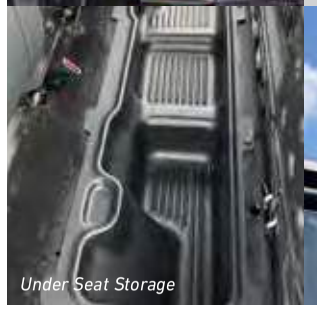

LED Work Lights

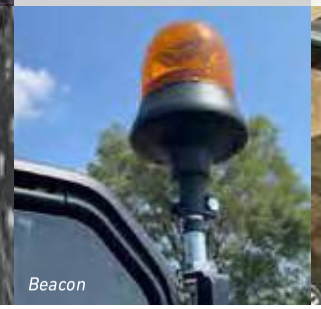

Hard Cab


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)

Infrastructure Committee
299 of 483



4-Seat with Canopy

2-Seat with Flat Bed



2-Seat with Cab

Simply Superior.

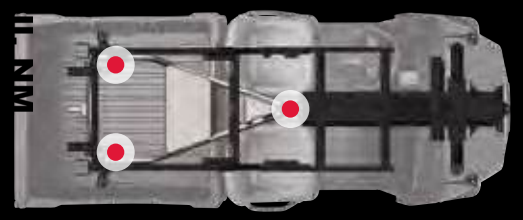
More Comfort. More Power. More Versatility. More Control.

Now available with lithium-ion technology!

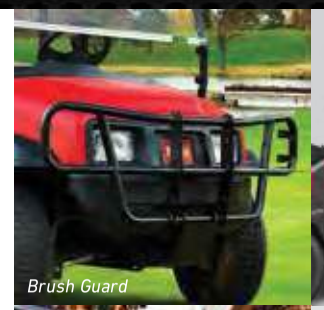
The Workman GTX is a grounds work vehicle that boasts an unequalled combination of comfort, power, utility and control, making it simply superior to the competition. Its increased power, improved steering and exclusive suspension and braking systems make the Workman GTX the most versatile, practical 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.

Roswell, NM

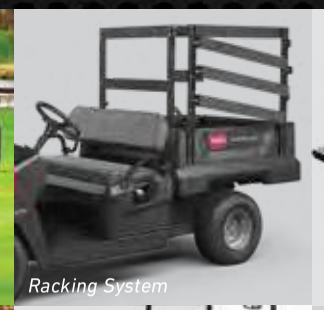
TORO INNOVATION



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



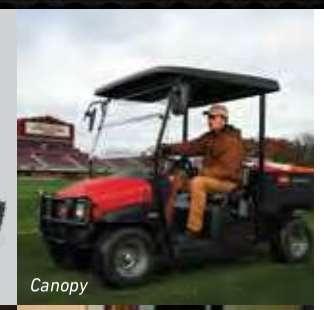
Racking System



Flatbed Solid Side



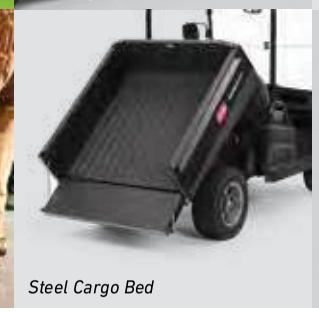
Beacon Light Kit



Canopy



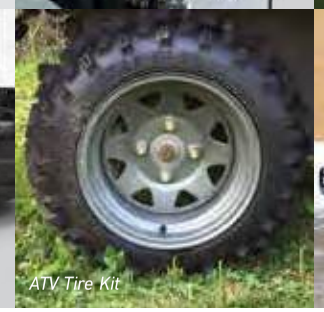
Rear Attachments



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.



Infrastructure Committee
300 of 483
Ros

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.



Infrastructure Committee
301 of 483
Ros

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



***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.*



***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.



Visit toro.com or call your local distributor for a full list of available accessories and attachments.

Field Pro™ 6040 Features



COMMERCIAL-GRADE CONSTRUCTION
The rugged chassis and commercial-grade components, produce major league playing surfaces for your home field.



LASER LEVEL CAPABILITY
An optional Laser Level Receiver System is able to be mounted to the Field Pro 6040 providing precise leveling and grade for optimal playing conditions.



EASY OPERATION
The Field Pro 6040 provides an ergonomic operator platform combined with intuitive controls and clear sight lines for all-day comfort.





MULTITOOL™
Combines the MultiTool Box Grader and MultiTool Adjustable Carrier to provide multiple options for varying field conditions.



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.

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.*

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.



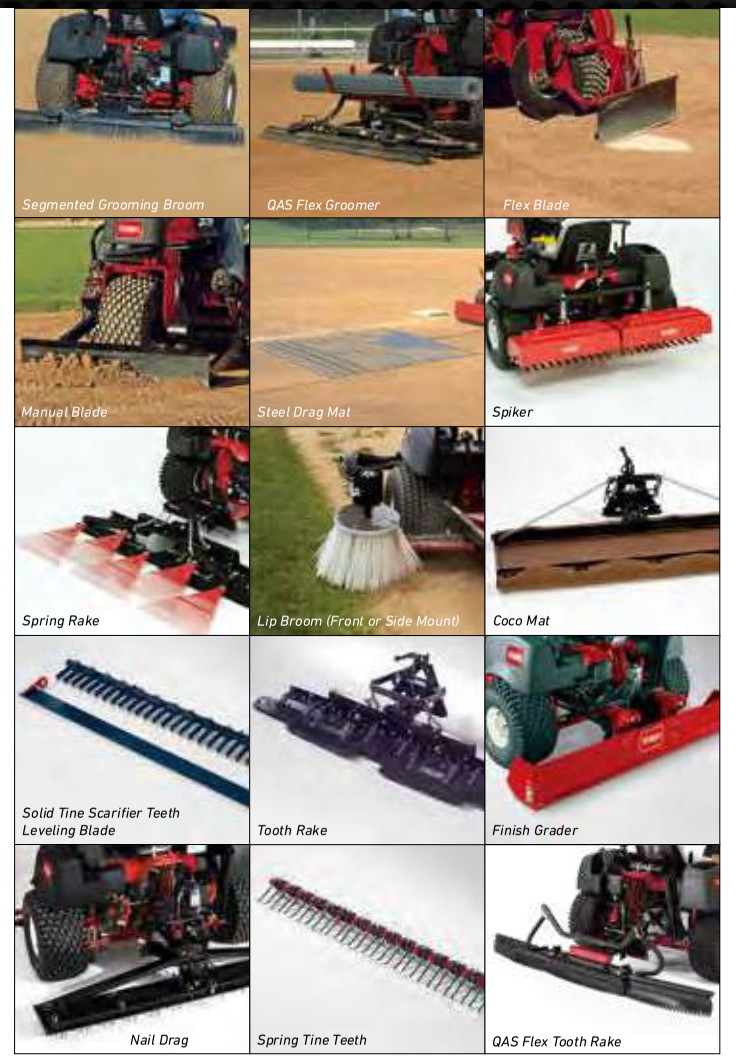
Sand Pro 3040

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.



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.

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.

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

...iterally ground-breaking technology available for ...anicured 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)

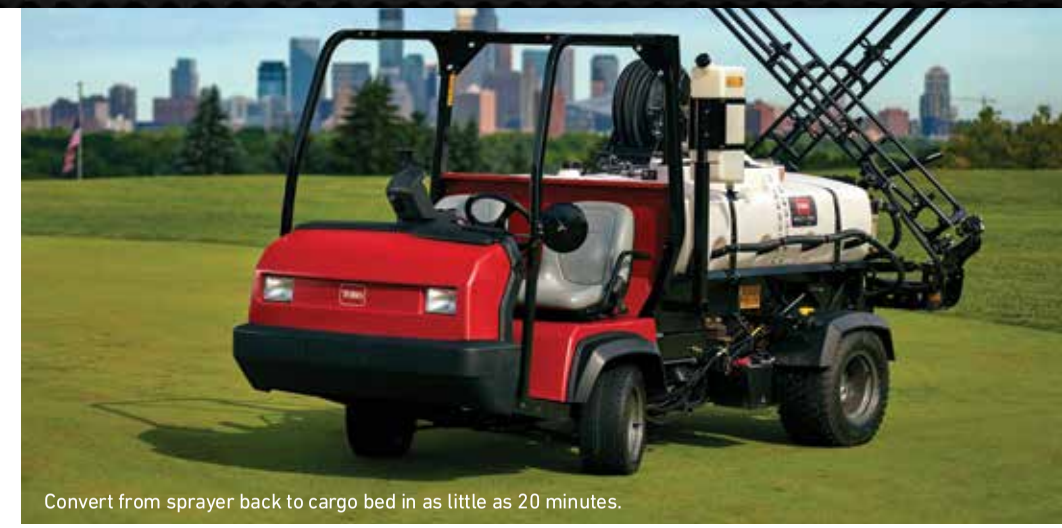
Deep Tine Aeration	PC SR54	PC SR70	PC SR72
POWER SUPPLY	18 hp (13.4 kW) tractor	35 hp (26 kW) tractor	45 hp (33.5 kW) tractor
WORKING SPEED	1-2.5 mph (1.6-4 km/h)	1-2.5 mph (1.6-4 km/h)	0.8-1.5 mph (1.3-2.4 km/h)
AERATING WIDTH	54" (137 cm)	73" (185.4 cm)	72" (182.9 cm)
AERATING DEPTH	Up to 10" (25.4 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.

Infrastructure Committee
304 of 483
Ros
NM3

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

SPECIFICATIONS

	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.

Infrastructure Committee
306 of 483
Roswell, NM

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.

Infrastructure Committee
307 of 483
Roswell, NM

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.



Infrastructure Committee
308 of 483



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.

Ros
Soil Mo

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.

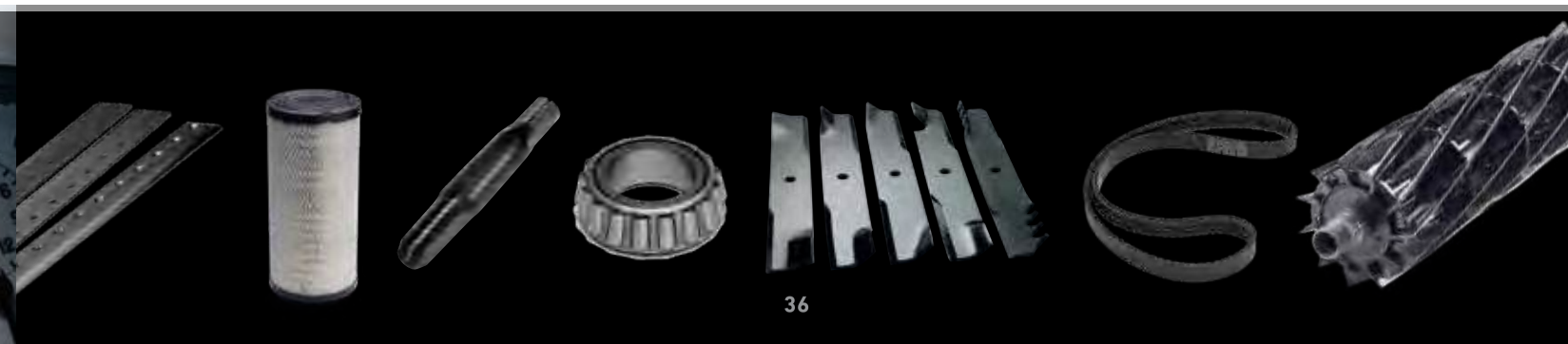
There's no other tool like it for turf professionals! myTurf Pro was designed to make your difficult job easier. It puts the optimization, efficiency and effectiveness of your operation at your fingertips.

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® 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®

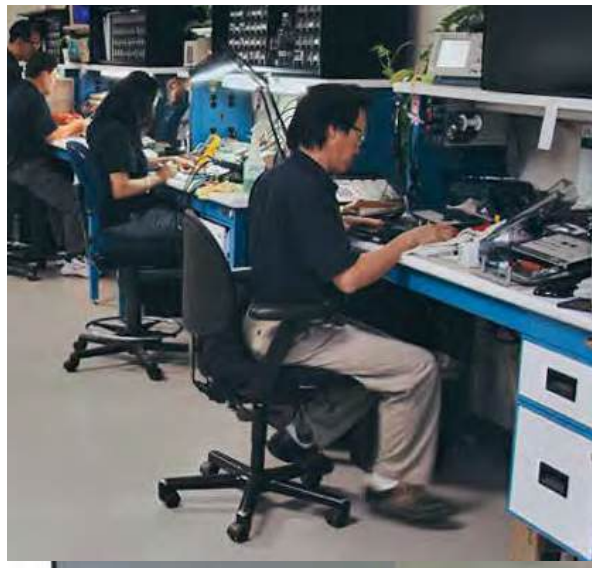
Toro NSN is an industry-first support network designed to provide you with an absolutely reliable, round-the-clock resource for irrigation central control system trouble-shooting and operation assistance. Through a range of service options, NSN offers the hardware, software, first-year support, telephone 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

TORO®

Count on it.

ASSOCIATION PARTNERS

COOPERATIVE PURCHASING PARTNERS

JOIN THE CONVERSATION
@ToroGrounds

LEARN MORE
CONTACT US AT: **800-803-8676**
OR VISIT US AT: **toro.com**

©2022 The Toro Company. Bloomington, MN 55420 All rights reserved. All other trademarks are property of their respective owners. Printed in the USA.

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.

FOLLOW US!

facebook.com/toro
twitter.com/TheToroCompany
twitter.com/ToroGolf
twitter.com/ToroGrounds
youtube.com/toro
linkedin.com/company/the-toro-company

Roswell, NM

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:

_____

_____

_____

Part # 99021SL-AG Revised 10/28/05 White - Customer Yellow - Sales

NM 5967

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

©2020 The Toro Company. All rights reserved. SFG version. Rev. 1/20

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.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.

Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

This machine was built in compliance with applicable ANSI standards in effect at the time of manufacture and certified in Tomah, WI ISO 9002 Certified Plant.

THINK LIVE SAFELY

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)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

These Toro 3040 & 5040 are manufactured in Tomah, WI ISO 9002 Certified Plant.
THINK. LOOK. 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.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

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

©2021 The Toro Company. All rights reserved. Rev. 5/21

*With standard [illegible]

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)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**At operator's ear; 3600 rpm with bed and sides installed.

The Workm[illegible] in Tomah, WI ISO 9002 Certified Plant.
THINK ONE 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.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

The Workman HD Series vehicles are manufactured in Tomah, WI ISO 9002 Certified Plant.
THINK. LIVE. SAFELY

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.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual Products offered for sale may vary in use, design, requirements and safety features. Consult your local Toro Distributor. "Cushman" is a registered trademark of Ransomes.

The Workman HD Series vehicles are manufactured in Tomah, WI ISO 9002 Certified Plant.
THINK LIVE SAFELY

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.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual Products offered for sale may vary in use, design, requirements and safety features. Consult your local Toro Distributor. "Cushman" is a registered trademark of Ransomes.

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.

Infrastructure Committee **322 of 483** **Roswell, NM**

	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

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; T~~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/

TABLE OF CONTENTS

PAGE

NOTICE 1

TABLE OF CONTENTS 2

SECTIONS:

INSTRUCTIONS 3

SCOPE OF WORK 13

ATTACHMENTS:

ATTACHMENT A – PRICING 19

ATTACHMENT B – REQUIRED RESPONSE FORMS 20

ATTACHMENT C – SAMPLE EQUIPMENT SPECIFICATIONS 21

ATTACHMENT D – SUPPLIER SUSTAINABILITY QUESTIONNAIRE 22

ATTACHMENT E – OMNIA PARTNERS DOCUMENTS 23

EXHIBITS:

EXHIBIT 1 – DRAFT AGREEMENT 24

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 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.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE:
CONTACT: CHAIR:

ACTION REQUESTED:
Approval of the Scope of Work for RFP: Prefabricated Modular Hold Room Facility at the Roswell Air Center. (Thompson)

BACKGROUND:
Initiated by: Bobbi Thompson

The City of Roswell seeks to solicit proposals from qualified vendors to design, deliver, and install a prefabricated modular hold room facility at the Roswell Air Center (ROW). The project is required to meet TSA specifications, ADA standards, and all FAA and airport security regulations, providing a turnkey, fully operational facility ready for immediate use.

The proposed facility will accommodate seating for 120 passengers and include two unisex restrooms with ADA-compliant stalls, carpeted flooring, and a podium-style counter for airline check-in or gate operations. The structure will also include an HVAC system, TSA-approved entry and emergency exit doors, and a CCTV security system integrated with the existing terminal's secure area.

The modular facility must be constructed to connect securely to the existing terminal and comply fully with TSA, FAA, and ADA design and security requirements. Upon completion, the project will expand passenger capacity and ensure continued compliance with federal standards for commercial airline service.

FINANCIAL CONSIDERATION:
Funding is anticipated through available federal and state aviation grant programs.

LEGAL REVIEW:
Contract will be reviewed by Legal upon award.

BOARD AND COMMITTEE ACTION:
The Infrastructure Committee will be the first consideration of this item.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Scope of Work for RFP: Prefabricated Modular Hold Room Facility at the Roswell Air Center.

DRAFT SCOPE OF WORK

CITY OF ROSWELL

REQUEST FOR PROPOSALS

RFP: Click or tap here to enter text.

Prefabricated Modular Hold Room Facility – Roswell Air Center (ROW)

RFP Issue Date:

PROPOSAL DUE:

PURCHASING DEPARTMENT
425 N. RICHARDSON
ROSWELL, NM 88203

DRAFT SCOPE OF WORK

PURPOSE OF THIS REQUEST FOR PROPOSAL

The City of Roswell is soliciting proposals from qualified vendors to design, deliver, and install a prefabricated modular building to serve as a passenger hold room at the Roswell Air Center. The facility must meet TSA specifications, ADA standards, and be delivered turnkey, fully operational, and ready for immediate use.

BACKGROUND

The Roswell Air Center (ROW) is a commercial service airport certified by the FAA under Part 139 to handle scheduled airline operations. TSA security screening and secure passenger holding areas are required for airline service at the Air Center. To support current and future passenger operations, the City of Roswell requires the addition of a prefabricated modular hold room facility located on the airside of the terminal. The facility must be designed and constructed in full compliance with TSA specifications, ADA standards, and airport security requirements, and delivered as a turnkey, fully operational structure.

SCOPE OF WORK

The proposer shall furnish all labor, materials, equipment, and services necessary to design, deliver, and install a prefabricated modular hold room facility at the Roswell Air Center. The completed facility must be provided as a turnkey project, fully operational and ready for use upon acceptance by the City.

The facility must be designed to accommodate seating for 120 passengers and include two unisex restrooms with two stalls each, constructed to meet all ADA accessibility requirements. Interior finishes shall include carpeted flooring and a podium-style counter for airline check-in or gate operations. A HVAC system to support the size must be included.

Security requirements include the installation of a TSA-approved entry door, an emergency exit, and integration with a secure connection with the existing terminal's secure hold areas. A CCTV system must be installed and fully integrated with the airport's security system. The structure must be connected to the existing terminal secure hold areas in a manner consistent with TSA and FAA specifications. All windows must be glass without the ability to open.

The proposer is responsible for providing all design services, fabrication, delivery, installation, utility connections, inspections, and testing to ensure the facility is fully compliant with TSA, FAA, ADA, and all applicable federal, state, and local building codes. The building must be of sufficient square footage to accommodate all required functions and fit it the designated space available. Proposals shall clearly specify the proposed size of the facility and include layout drawings to demonstrate compliance with these requirements.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

ACTION REQUESTED:
Recommend award of ITB-26-005, Annual Maintenance Contract to Abrahams Construction.

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 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:
Recommend award of ITB-26-005, Annual Maintenance Contract to Abrahams Construction to December 2025 Finance Committee.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Award Recommendation
Bid Tabulations

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

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

Infrastructure Committee 406 of 483 Roswell, NM

					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

Infrastructure Committee 408 of 483 Roswell, NM

					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

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

ACTION REQUESTED:
Consider the 2026 Infrastructure Committee Meeting dates. The standard date is the 3rd Monday of every month at 2:00 p.m., unless it falls on or is close to a holiday.

BACKGROUND:
Initiated by: James MacCornack

Proposed dates and deadlines for item submittals are as follows:

Meeting Date:	Submittal Deadline:
January 12, 2026	December 30, 2025; **by 5:00 p.m.**
February 9, 2026	January 28, 2026; **by 5:00 p.m.**
March 16, 2026	March 4, 2026; **by 5:00 p.m.**
April 20, 2026	April 8, 2026; **by 5:00 p.m.**
May 18, 2026	May 6, 2026; **by 5:00 p.m.**
June 15, 2026	June 3, 2026; **by 5:00 p.m.**
July 20, 2026	July 8, 2026; **by 5:00 p.m.**
August 17, 2026	August 5, 2026; **by 5:00 p.m.**
September 21, 2026	September 9, 2026; **by 5:00 p.m.**
October 19, 2026	October 7, 2026; **by 5:00 p.m.**
November 16, 2026	November 4, 2026; **by 5:00 p.m.**
December 21, 2026	December 9, 2026; **by 5:00 p.m.**

FINANCIAL CONSIDERATION:
Not applicable for this agenda item.

LEGAL REVIEW:
Not applicable for this agenda item.

BOARD AND COMMITTEE ACTION:
Committee to vote on the Infrastructure Committee Schedule for 2026.

STAFF RECOMMENDATION:
Proceed as presented.

Non-Action Items 7.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:

Department Report - Roswell Transit

Attachments

Roswell Transit Monthly Report
Roswell Transit Bus Inventory

ROSWELL Transit

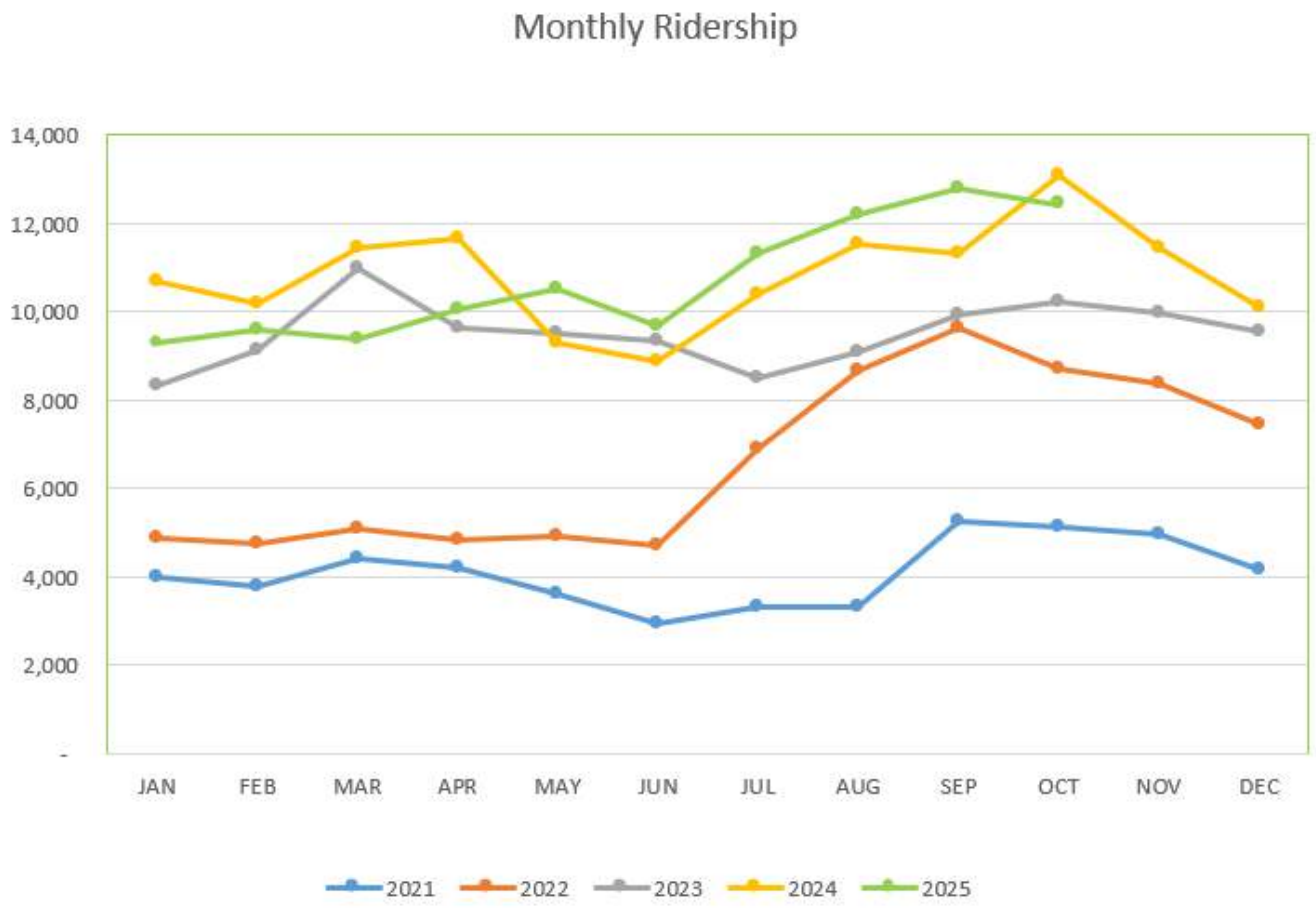
We believe in safe, affordable, and convenient Public Transportation.

Connecting People to Places

BUS RIDERSHIP ------ October 2025: 12,437

YTD 2024 RIDERSHIP ---- 107,259

YTD 2025 RIDERSHIP ---- 108,443 - 1.09%



- We still have no sewer or water to the building. We received a quote that is just over $19,000.00 to complete Phase 1-replace sewer to the garage restroom, and restore fresh water to the building. That would give us usable restrooms-two upstairs and one downstairs. Mendiola Plumbing is scheduled to start work on November 10th, 2025
- James MacCornack, City Engineer, will assist us in publishing an ITB to get the vendor for Phase 2-Public restroom remodel and new sewer lines.
- We are close be full staff, possibly resuming three fixed routes on Main Street starting in mid-December.

Respectfully submitted by Chris Moore and Ray Mendoza. Approved by Becky Hicks, Transit Director

BUS/VAN INVENTORY 10/01/2025

	BUS #	YEAR	MAKE	MODEL	VIN	GVWR	LIC PLATE	SEATS	MILEAGE	WHEN TO REPLACE
1	950	2015	CHEV	ARBOC C4500	1GB6G5BG9F1206700	14200	04872G	23	213,761	FY2026 OR 240,000 MILES
2	951	2019	CHEV	ARBOC C4500	1HA6GUBB6KN002736	14200	06100G	24	227,411	FY2027 OR 240,000 MILES
3	952	2019	CHEV	ARBOC C4500	1HA6GUBB8LN003873	14200	13167G	21	140,964	FY2028 OR 240,000 MILES
4	953	2019	CHEV	ARBOC C4500	1HA6GUBB5LN003751	14200	13166G	21	187,983	FY2028 OR 240,000 MILES
5	PT8	2010	DODGE	GRAND CARAVAN	2D4RN4DE9AR462606	6050	G95453	5	129,226	FY2020 OR 175,000 MILES
6	PT10	2015	DODGE	GRAND CARAVAN	2C7WDGBG5FR705623	6050	G97744	5	134,164	FY2025 OR 175,000 MILES
7	PT11	2018	DODGE	GRAND CARAVAN	2C4RDGBG7JR256562	6050	05617G	5	133,773	FY2026 OR 175,000 MILES
8	954	2023	FORD	TRANSIT	1FDEU6PG3PKA02173	11000	20366G	13	84,807	FY2032 OR 240,000 MILES
9	955	2023	FORD	TRANSIT	1FDEU6PG1PKA02222	11000	20365G	13	89,013	FY2032 OR 240,000 MILES
10	956	2023	FORD	TRANSIT	1FDEU6PG5PKA98355	11000	21060G	13	63,067	FY2032 OR 240,000 MILES
11	957	2023	FORD	TRANSIT	1FDEU6PG3PKB23964	11000	21054G	13	64,767	FY2032 OR 240,000 MILES
12	958	2023	FORD	TRANSIT	1FDEU6PG3PKA98371	11000	20932G	13	64,377	FY2032 OR 240,000 MILES
13	959	2023	FORD	TRANSIT	1FDEU6PG7PKB24017	11000	20931G	13	37,277	FY2032 OR 240,000 MILES
ROUTES: 3 ON MAIN, 4 ON-DEMAND, 3 PARATRANSIT (3 SPARES) = TOTAL VEHICLES 13										

Non-Action Items 8.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:

Department Report - Transit Fleet Maintenance

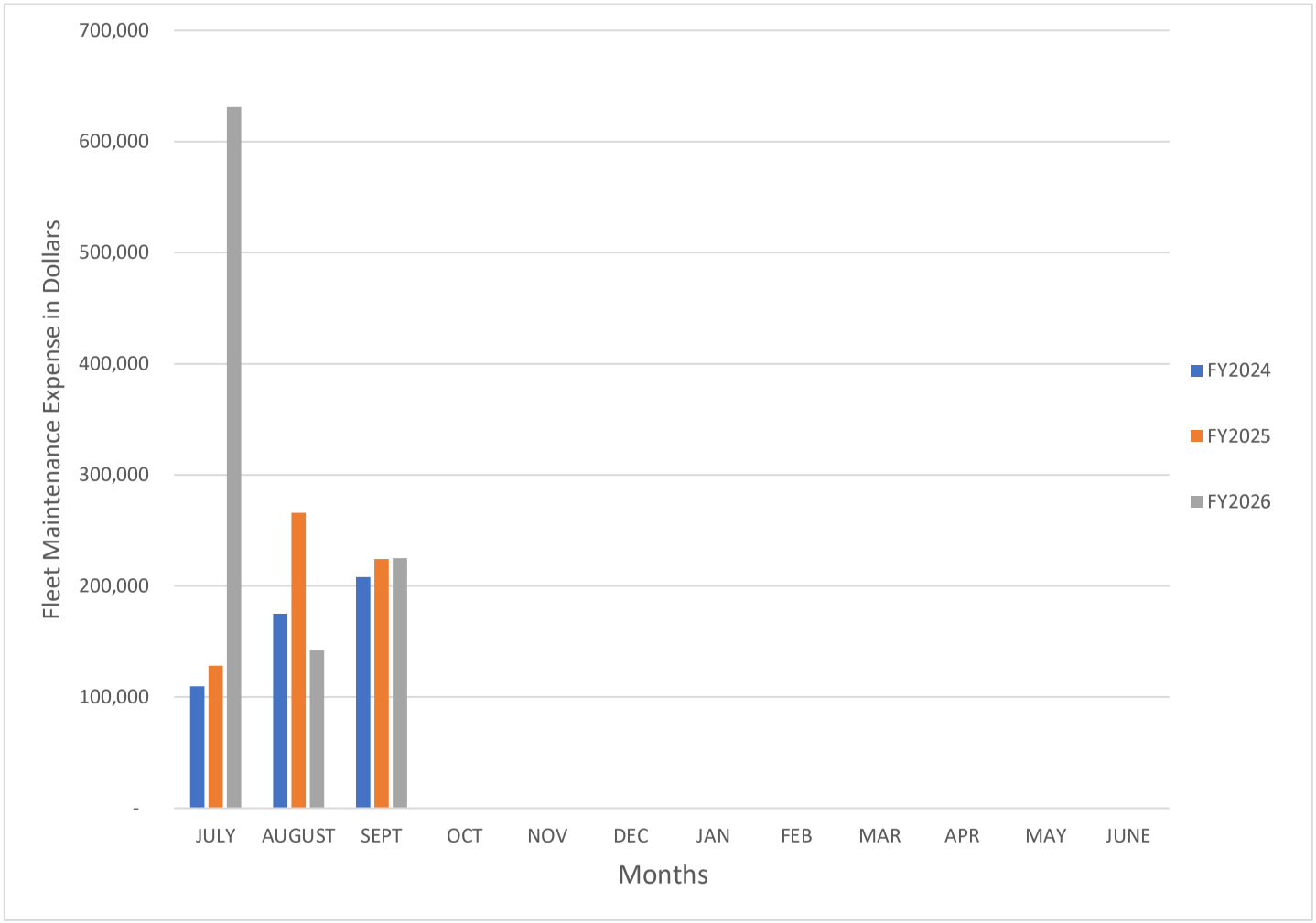
Attachments

Fleet Maintenance Monthly Report
Fleet Maint Graph

CITY OF ROSWELL
MONTHLY FLEET MAINTENANCE COSTS BY DEPARTMENT
FOR FY2026

PERCENT OF BUDGET			8%	17%	25%	33%		
DEPARTMENT	FY2026 ORIGINAL BUDGET	FY2026 REVISED BUDGET	JUL 2025	AUG 2025	SEP 2025	OCT 2025	FY2026 TOTAL ACTUAL	SPENT PERCENT OF BUDGET
AIR CENTER	76,445	78,445	1,713	546	2,289	7,612	12,161	16%
ANIMAL CONTROL	15,000	15,000	245	1,239	953	553	2,990	20%
CEMETERY	15,500	15,500	19	393	1,567	-	1,979	13%
CENTRAL CONTROL	23,000	23,000	-	90	1,114	1,014	2,218	10%
CODE ENFORCEMENT	30,000	30,000	523	969	8,327	22	9,841	33%
COMMUNITY ENHANCEMENT	-	-	-				-	0%
EMERGENCY MANAGEMENT	1,500	1,500	-				-	0%
ENGINEERING	9,086	9,086	171	153	3,120	2,482	5,926	65%
FACILITIES MAINTENANCE	25,000	32,500	2,863	2,364	745	233	6,205	19%
FIRE	130,790	131,061	7,437	16,249	35,148	2,397	61,232	47%
FLEET MAINTENANCE	4,792	4,792	161	-	96	133	391	8%
GOLF	42,000	12,000	-	291	227	404	922	8%
HUMAN RESOURCES/SAFETY	1,100	7,100	-		2,069	-	2,069	29%
IT	6,905	6,905	-	32	-	321	354	5%
LANDFILL	80,000	67,860	1,360	-	2,829	4,222	8,412	12%
MUNICIPAL COURT	3,500	3,500	230	-	-	278	508	15%
PARKS	40,000	36,917	324	1,053	1,169	1,352	3,897	11%
PLANNING & ZONING	500	500	-				-	0%
POLICE	300,000	300,000	8,766	16,438	15,509	13,040	53,753	18%
RECREATION	2,000	2,000	-				-	0%
SANITATION-VEHICLE MAINT	750,000	651,261	19,752	32,733	55,279	84,054	191,818	52%
SANITATION-PAYROLL	-	-	27,816	49,117	34,446	34,420	145,799	INCL
SEWER MAINTENANCE	50,879	50,506	765	1,756	5,878	2,138	10,537	21%
SPECIAL ELECTRONICS	8,834	8,834	1,348	-	170	3,361	4,880	55%
STREETS	226,195	226,195	1,858	4,458	21,542	1,679	29,537	13%
TRANSIT	115,000	100,115	9,548	12,785	12,716	3,883	38,932	39%
WWTP	29,978	28,425	2,036	351	942	150	3,479	12%
WATER CUSTOMER SERVICE	-	10,500	-	-	1,615	4,072	5,687	54%
WATER MAINT & TRANS	65,224	65,224	5,038	891	17,322	4,120	27,371	42%
WWTP LAB	900	900	-	70	-	-	70	8%
ZOO	10,000	10,000	-	-	-	312	312	3%
	2,064,128	1,929,626	91,973	141,980	225,070	172,255	631,277	

CITY OF ROSWELL
COMPARATIVE ANALYSIS OF FLEET MAINTENANCE EXPENSES BETWEEN FISCAL YEARS
FY2024 TO FY2026



ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 9.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:**

DEPARTMENT NAME:
Department Report - Facility Maintenance

Attachments

Monthly Report
COR Project Savings

City of Roswell Projects Status

update 11-6-2025

Facilities Maintenance Department Projects

Year

landfill pressure washer shed

SCOPE: Waiting on Manufacturer

ESTIMATED COST:	$ 500		
FUNDING SOURCE:			**CITY SHARE:**
			DFA/GRANT #:
		$ -	**OTHER:**
BUDGET:	Total Budget:	**$ -**	
	Total Payments:		
	Encumbered	$ -	
	Total Change Orders:	$ -	
	Current Balance:	**$ -**	

PROJECT CODE NO.:

PURCHASE ORDER NO. unknown

GL #:

PROJECT SCHEDULE:

EST. COMPLETION: March

PROJECT STATUS:

Phase	% Complete
Conceptual, Design	100%
Schematic Phase	N/A
Design Development Phase	N/A
Construction Documents Phase	0%
RFP, ITB, CES, Proposal	100%
Construction	0%
Substantial Completion	0%
Project Closeout	95%
Vendor	
Estimated Completion	1-Sep

Notes:

Year

City Hall Flooring Project

SCOPE:

ESTIMATED COST:		$5,000	
FUNDING SOURCE:		$ -	**CITY SHARE:**
			DFA/GRANT #:
		$ -	**OTHER:**
BUDGET:	Total Budget:		
	Total Payments:		
	Encumbered	$ -	
	Total Change Orders:	$ -	
	Current Balance:	**$ -**	

PROJECT CODE NO.:

PURCHASE ORDER NO. **GL #:** 0

PROJECT SCHEDULE:
EST. COMPLETION:
PROJECT STATUS:

Phase	% Complete
Conceptual, Design	0%
Schematic Phase	0%
Design Development Phase	0%
RFP, ITB, CES, Proposal	0%
Construction	0%
Substantial Completion	0%
Project Closeout	0%
Vendor	Facilities and Contractor
Estimated Completion	May-25

Notes:
Flooring is pruchased. Due to location this project will be done afterhours and on weekends.

Year
#

SCOPE: lighting projet at fire prevention with rebate
ESTIMATED COST:
FUNDING SOURCE: Unknown — **CITY SHARE:**

	$ -	**DFA/GRANT #:**
Insurance Claim		**OTHER:**
Total Budget:	**$ -**	
Total Payments:	$ -	
Encumbered		
Total Change Orders:	$ -	
Current Balance:		

BUDGET:

PROJECT CODE NO.:
PURCHASE ORDER NO. — **GL #:**
PROJECT SCHEDULE:
EST. COMPLETION:
PROJECT STATUS:

Phase	% Complete
Conceptual, Design	100%
Schematic Phase	100%
Design Development Phase	100%
RFP, ITB, CES, Proposal	100%
Construction	95%
Substantial Completion	0%
Project Closeout	0%
Vendor	Vendor
Estimated Completeion	Aug-25

Notes:
project total is $9,770.05 with a $2,100 rebate from excell

Year
#

SCOPE: Stiles ball field revamp the consessions stand and equipment room
ESTIMATED COST:
FUNDING SOURCE:

	$ -	**CITY SHARE:** $0
	$ -	**DFA/GRANT #:**
	$ -	**OTHER:**
Total Budget:	**$ -**	
Total Payments:	$ -	
Encumbered	$ -	
Total Change Orders:	$ -	
Current Balance:	**$ -**	

BUDGET:

PROJECT CODE NO.:
PURCHASE ORDER NO. 0 **GL #:** 0
PROJECT SCHEDULE:
EST. COMPLETION:
PROJECT STATUS:

Phase	% Complete
Conceptual, Design	0%
Schematic Phase	0%
Design Development Phase	0%
RFP, ITB, CES, Proposal	0%
Construction	0%
Substantial Completion	0%
Project Closeout	0%
Vendor	facilities
Estimated Completion	

Notes:
85% complete untill season is over

**city hall lighting project proposal**
SCOPE:
ESTIMATED COST: $ 32,636
FUNDING SOURCE: **CITY SHARE:**
$ - **DFA/GRANT #:**
$ - **OTHER:**

BUDGET:		
Total Budget:	**$**	**-**
Total Payments:	$	-
Encumbered		
Total Change Orders:	$	-
Current Balance:	**$**	**-**

PROJECT CODE NO.:
PURCHASE ORDER NO. **GL #:**
PROJECT SCHEDULE:
EST. COMPLETION:
PROJECT STATUS:

Phase	% Complete
Conceptual, Design	100%
Schematic Phase	100%
Design Development Phase	100%
RFP, ITB, CES, Proposal	100%
Construction	0%
Substantial Completion	0%
Project Closeout	0%
Vendor	FSG
Estimated Completion	

moving to new LED lights with a rebate with estimated rebate of $3k

Year
#
SCOPE: HVAC recovery from adult center and museum
ESTIMATED COST: $ 27,653 $ -
FUNDING SOURCE: **CITY SHARE:**
DFA/GRANT #:
$ - **OTHER:**

BUDGET:

Total Budget:		
Total Payments:	$	-
Encumbered	$	-
Total Change Orders:	$	-
Current Balance:	**$**	**-**

PROJECT CODE NO.:
PURCHASE ORDER NO. 0 **GL #:** 0
PROJECT SCHEDULE:
EST. COMPLETION:
PROJECT STATUS:

Phase	% Complete
Conceptual, Design	0%
Schematic Phase	0%
Design Development Phase	0%
RFP, ITB, CES, Proposal	0%
Construction	0%
Substantial Completion	0%
Project Closeout	0%
Vendor	FSG
Estimated Completion	

Notes:

Rhodes estimate for job is $27,653.78

Year
Facilities maintenance shop lights

SCOPE:
ESTIMATED COST: $ 9,382
FUNDING SOURCE: **CITY SHARE:**
$ - **DFA/GRANT #:**
$ - **OTHER:**

BUDGET:

Total Budget:		
Total Payments:	$	-
Encumbered		
Total Change Orders:	$	-
Current Balance:	**$**	**-**

PROJECT CODE NO.:
PURCHASE ORDER NO. 22300704 **GL #:**
PROJECT SCHEDULE:
EST. COMPLETION:
PROJECT STATUS:

Phase	% Complete
Conceptual, Design	0%
Schematic Phase	0%
Design Development Phase	0%
RFP, ITB, CES, Proposal	0%
Construction	0%
Substantial Completion	0%
Project Closeout	0%
Vendor	FSG
Estimated Completion	1-Oct

Notes

new LED shop lights with a rebate of $2,900

FY25-26 Facilities Maintenance Self-Performed Project Savings

11/6/2025

Department	Project	Contractor Estimate	Actual Cost	Savings
FIRE DEPT.	Fire Prevention roof	$ 130,000.00	$ 33,000.00	$ 97,000.00
FIRE DEPT.	Fire#2 remodel	$ 50,000.00	$ 10,000.00	$ 40,000.00
GOLF COURSE	Golf course roof	$ 100,000.00	$ 15,000.00	$ 85,000.00
LANDFILL	Chipper belt	$ 8,000.00	$ 400.00	$ 7,600.00
LANDFILL	Lighting/Electrical	$ 14,000.00	$ 2,400.00	$ 11,600.00
LANDFILL	Roof Coating	$ 46,000.00	$ 3,200.00	$ 42,800.00
Recreation	Stiles Field	$ 70,000.00	$ 10,000.00	$ 60,000.00
UTILITIES	Well Roof 15	$ 8,200.00	$ 1,500.00	$ 6,700.00
UTILITIES	Well Roof 3	$ 8,200.00	$ 800.00	$ 7,400.00
VISITOR CENTER	Visitor Center flooring	$ 50,000.00	$ 13,000.00	$ 37,000.00
		$ 484,400.00	$ 89,300.00	$ 395,100.00

Non-Action Items 10.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Fleet Update

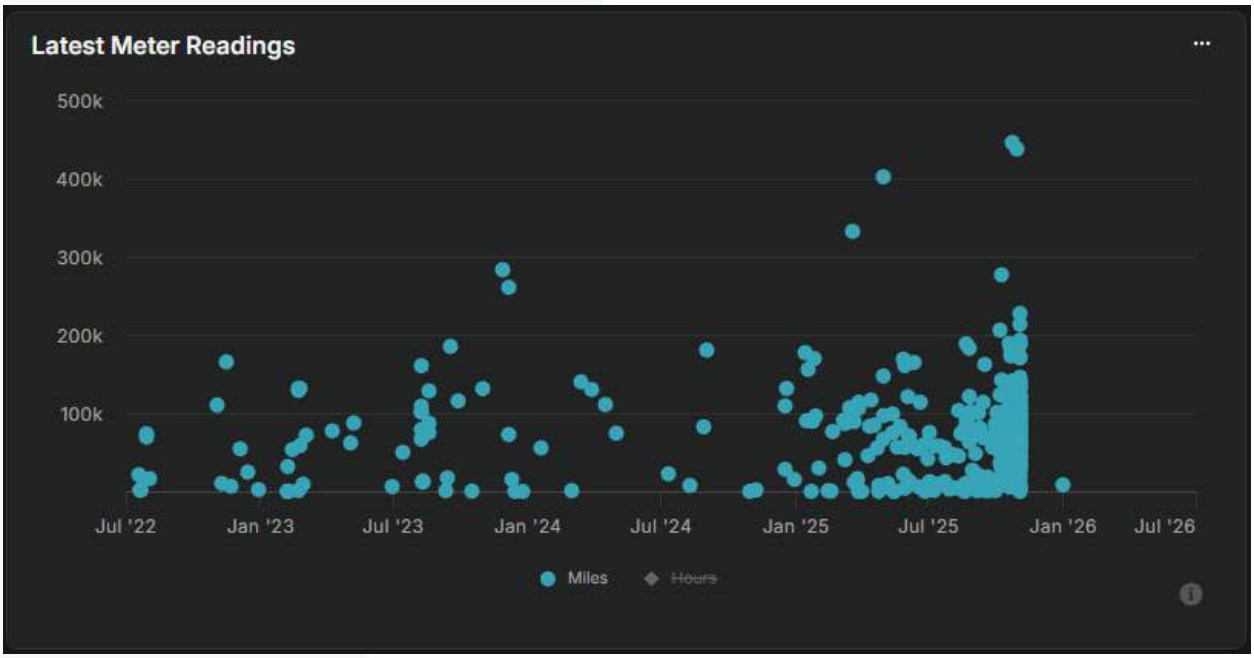
Attachments
Monthly Report - October

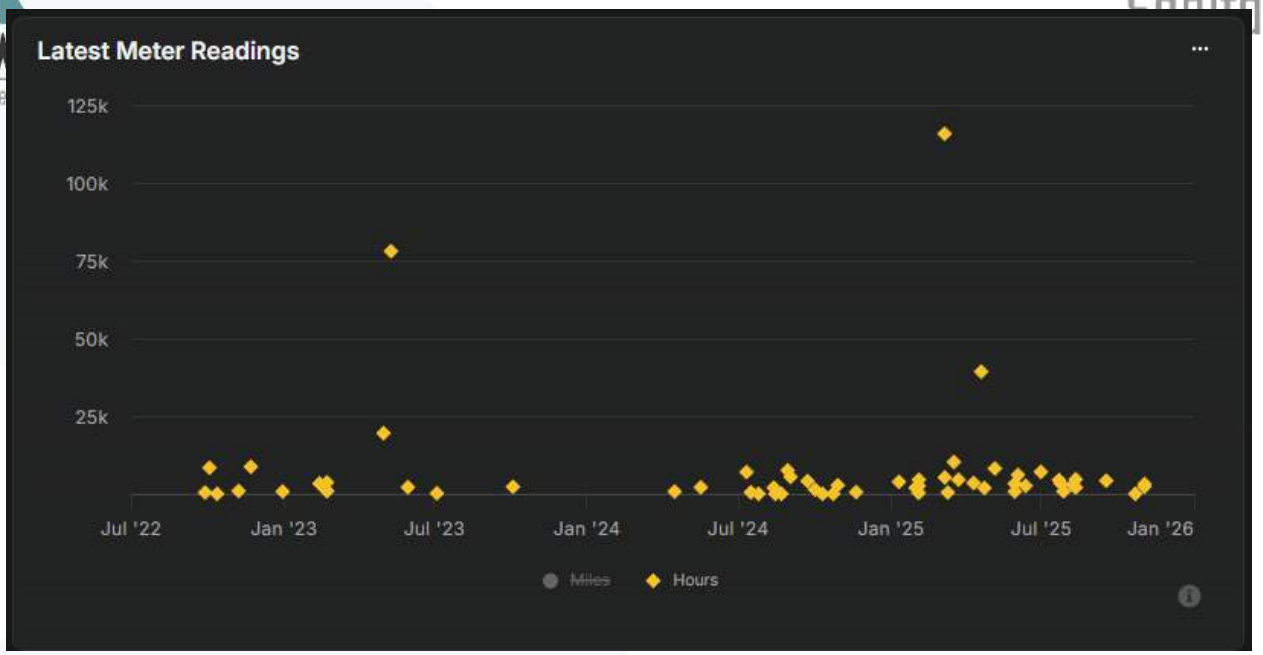
Fleet Monthly Report

The Fleet Department was moved under the direction of Solid Waste on October 16th 2025. Since then we have been working on getting departments to recognize their 'Champion' in Fleetio to start better utilizing the program. We do thank Becky for all the work she has already done in Fleetio making it faster for us to push forward with it.

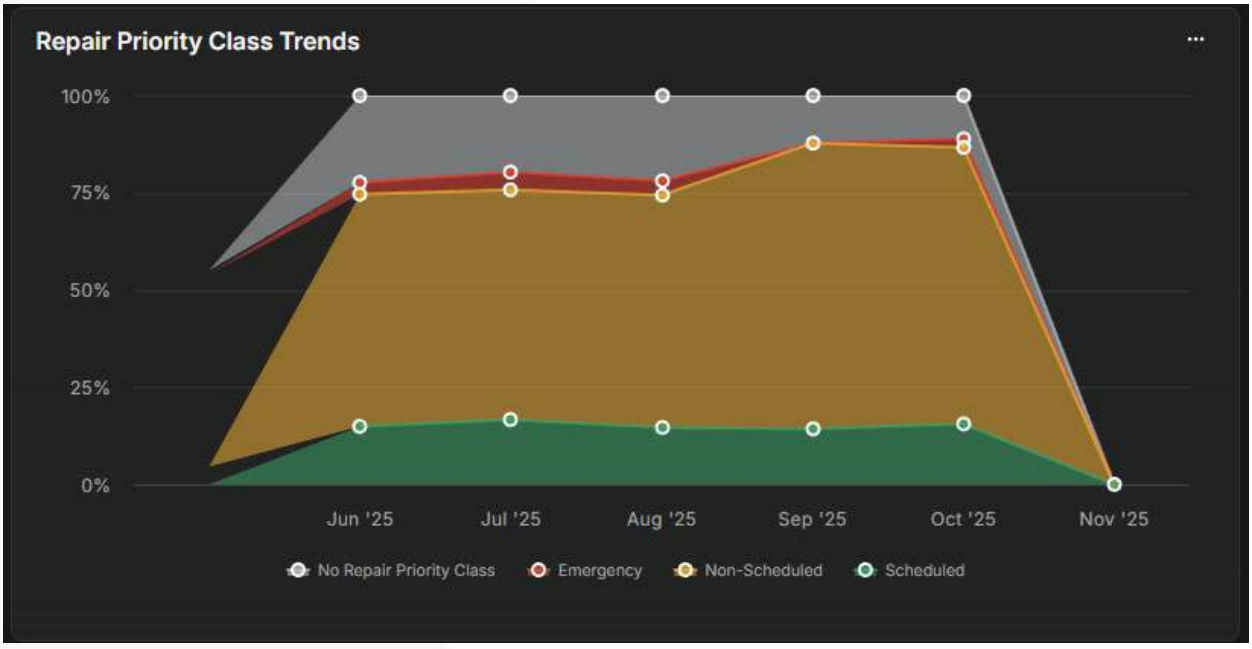
The City of Roswell has 692 vehicles, trailers, and equipment registered in Fleetio. Of those vehicles approximately 300 are over 15 years old. We are recommending replacement of 20 vehicles ASAP. These vehicles are not only old but have excessive miles on them. They have high maintenance costs citywide. ***All Data from Fleetio is without the full city utilizing it Data will drastically change as more departments utilize it****

Fleetio pulls meter readings from the WEX gas cards, Geotab, Inspections, Service & Work Orders.

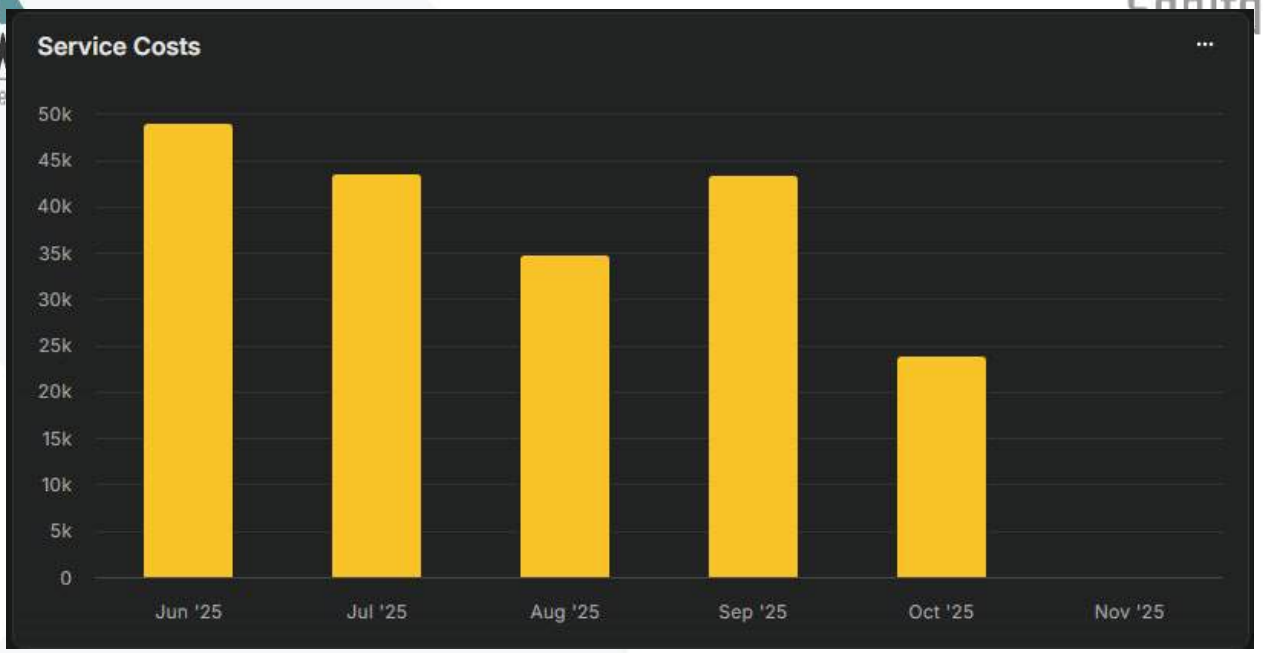


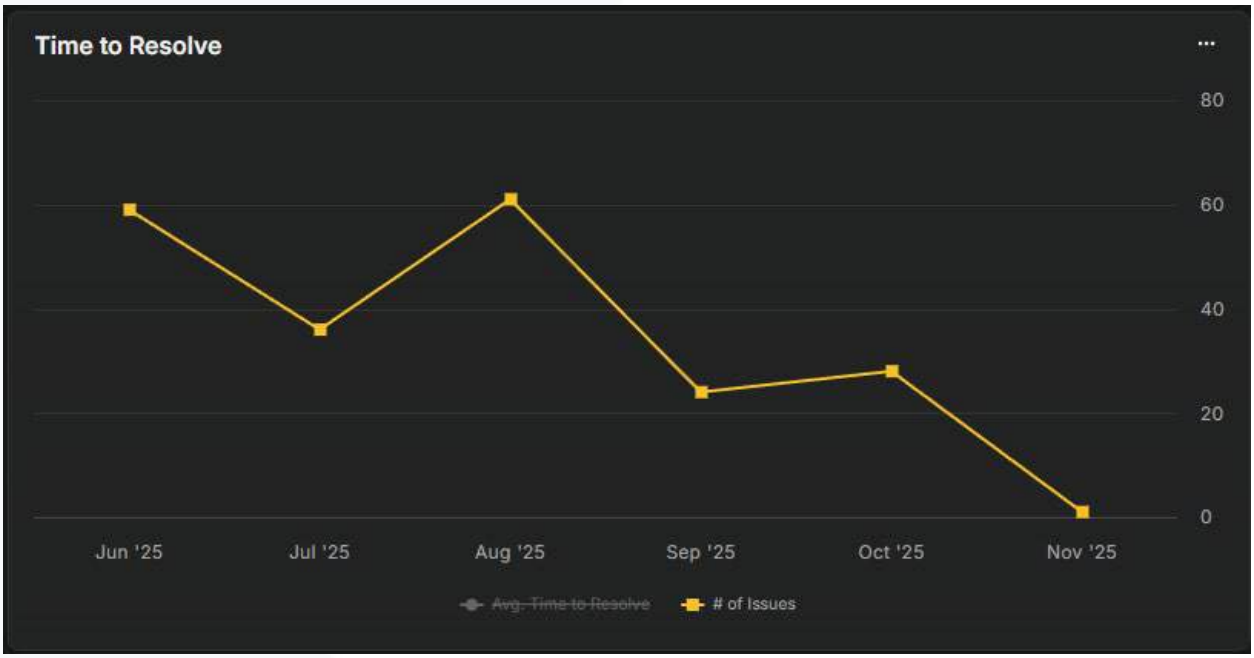


With the excessive mileage and hours on our vehicles and equipment we are seeing more repair work having to be done as parts wear out and break. This information is pulled from entered Service & Work Orders.



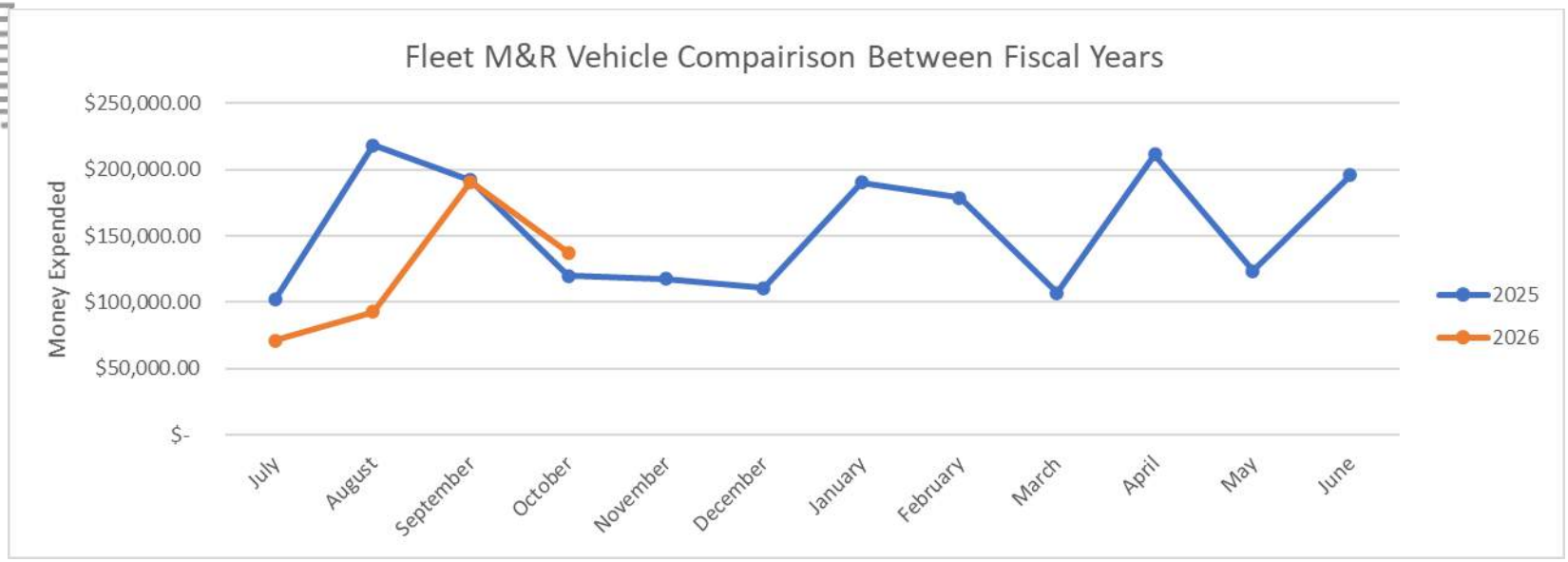
PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6746
roswell-nm.gov





PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6746
roswell-nm.gov

Monthly M&R Vehicle Costs by Department										
Department	**FY26 Original Budget**	**Transfers**	**Revised Budget**	**July**	**August**	**September**	**October**	**YTD Expended**	**% of Budget**	**Remaining**
Municipal Court	$ 3,500.00	$ -	$ 3,500.00	$ 230.06	$ -	$ -	$ 278.34	$ 508.40	15%	$ 2,991.60
Human Resources	$ 1,100.00	$ 6,000.00	$ 7,100.00	$ -	$ -	$ 2,068.50	$ -	$ 2,068.50	188%	$ 5,031.50
Facilities	$ 2,500.00	$ 7,500.00	$ 10,000.00	$ 2,862.82	$ 2,364.36	$ 744.95	$ 232.94	$ 6,205.07	248%	$ 3,794.93
Fleet Maintenance	$ 4,792.00	$ -	$ 4,792.00	$ 161.25	$ -	$ 96.31	$ 133.24	$ 390.80	8%	$ 4,401.20
Police	$ 300,000.00	$ -	$ 300,000.00	$ 8,765.76	$ 16,438.00	$ 15,508.99	$ 13,040.23	$ 53,752.98	18%	$ 246,247.02
Fire	$ 130,790.00	$ 270.68	$ 131,060.68	$ 7,436.95	$ 16,249.43	$ 35,148.17	$ 2,397.30	$ 61,231.85	47%	$ 69,828.83
Planning	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ -	$ -	0%	$ 500.00
Engineering	$ 9,086.00	$ -	$ 9,086.00	$ 171.21	$ 152.51	$ 3,119.93	$ 2,482.31	$ 5,925.96	65%	$ 3,160.04
Code Enforcement	$ 30,000.00	$ -	$ 30,000.00	$ 7,436.95	$ 969.31	$ 8,326.64	$ 21.65	$ 16,754.55	56%	$ 13,245.45
Animal Control	$ 15,000.00	$ -	$ 15,000.00	$ 245.00	$ 1,239.26	$ 952.94	$ 552.63	$ 2,989.83	20%	$ 12,010.17
Emergency Management	$ 1,500.00	$ -	$ 1,500.00	$ -	$ -	$ -	$ -	$ -	0%	$ 1,500.00
Parks	$ 40,000.00	$ (3,082.60)	$ 36,917.40	$ 323.64	$ 1,052.72	$ 1,168.82	$ 1,351.77	$ 3,896.95	10%	$ 33,020.45
IT	$ 6,905.00	$ -	$ 6,905.00	$ -	$ 32.48	$ -	$ -	$ 32.48	0%	$ 6,872.52
Cemetery	$ 15,500.00	$ -	$ 15,500.00	$ 18.69	$ 645.52	$ 1,314.38	$ -	$ 1,978.59	13%	$ 13,521.41
Transit	$ 115,000.00	$ (14,885.00)	$ 100,115.00	$ 9,548.36	$ 12,784.68	$ 12,715.73	$ 3,882.73	$ 38,931.50	34%	$ 61,183.50
Zoo	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 311.98	$ 311.98	3%	$ 9,688.02
Golf Course	$ 42,000.00	$ (30,000.00)	$ 12,000.00	$ -	$ 290.90	$ 226.59	$ 404.48	$ 921.97	2%	$ 11,078.03
Recreation	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ -	$ -	0%	$ 2,000.00
Streets	$ 226,195.00	$ -	$ 226,195.00	$ 1,857.97	$ 5,044.55	$ 20,922.40	$ 1,679.17	$ 29,504.09	13%	$ 196,690.91
Special Electronics	$ 8,834.00	$ -	$ 8,834.00	$ 1,348.43	$ -	$ 170.32	$ 3,361.15	$ 4,879.90	55%	$ 3,954.10
Air Center	$ 76,445.00	$ 2,000.00	$ 78,445.00	$ 1,712.97	$ 616.53	$ 2,178.15	$ 7,612.41	$ 12,120.06	16%	$ 66,324.94
Collections	$ 750,000.00	$ (98,739.20)	$ 651,260.80	$ 19,751.59	$ 30,071.51	$ 58,059.21	$ 84,053.85	$ 191,936.16	26%	$ 459,324.64
Landfill	$ 80,000.00	$ (12,140.00)	$ 67,860.00	$ 1,360.44	$ -	$ 2,829.01	$ 4,222.31	$ 8,411.76	11%	$ 59,448.24
Water Customer Service	$ -	$ 10,500.00	$ 10,500.00	$ -	$ -	$ 1,614.83	$ 4,072.41	$ 5,687.24	#DIV/0!	$ 4,812.76
Water Source of Supply	$ 23,000.00	$ -	$ 23,000.00	$ -	$ 89.99	$ 1,113.82	$ 1,014.41	$ 2,218.22	10%	$ 20,781.78
Water Maint & Transmission	$ 65,224.00	$ -	$ 65,224.00	$ 5,038.09	$ 2,643.84	$ 15,569.20	$ 4,120.23	$ 27,371.36	42%	$ 37,852.64
WWTP	$ 29,978.00	$ (1,553.00)	$ 28,425.00	$ 2,036.24	$ 350.63	$ 942.19	$ 149.52	$ 3,478.58	12%	$ 24,946.42
WW Sewer Maintenance	$ 50,879.00	$ (373.00)	$ 50,506.00	$ 764.88	$ 1,755.84	$ 5,878.20	$ 2,138.48	$ 10,537.40	21%	$ 39,968.60
WW Lab	$ 900.00	$ -	$ 900.00	$ -	$ 70.35	$ -	$ -	$ 70.35	8%	$ 829.65
Totals:	$ 2,041,628.00	$ (134,502.12)	$ 1,907,125.88	$ 71,071.30	$ 92,862.41	$ 190,669.28	$ 137,513.54	$ 492,116.53	24%	$ 1,415,009.35



Year	July	August	September	October	November	December	January	February	March	April	May	June	Total
2025	$ 101,944.00	$ 218,478.00	$ 192,088.00	$ 119,889.00	$ 117,394.00	$ 110,727.00	$ 190,242.00	$ 178,979.00	$ 107,237.00	$ 211,670.00	$ 123,439.00	$ 195,873.00	$ 1,867,960.00
2026	$ 71,071.30	$ 92,862.41	$ 190,669.28	$ 137,513.54									$ 492,116.53

ROSWELL New Mexico

roswell-nm.gov
Roswell, NM

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6746

Non-Action Items 11.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

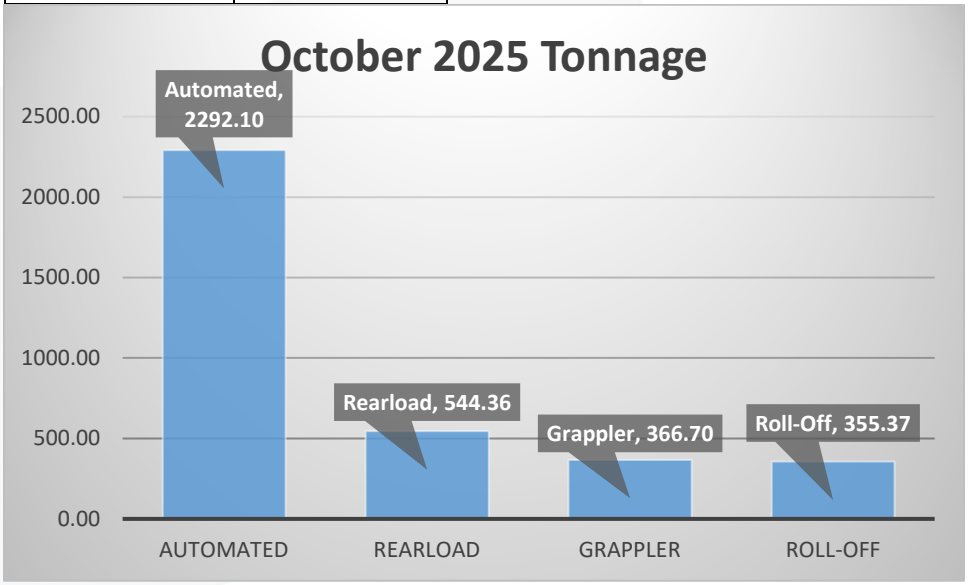
DEPARTMENT NAME:
Department Report - Solid Waste

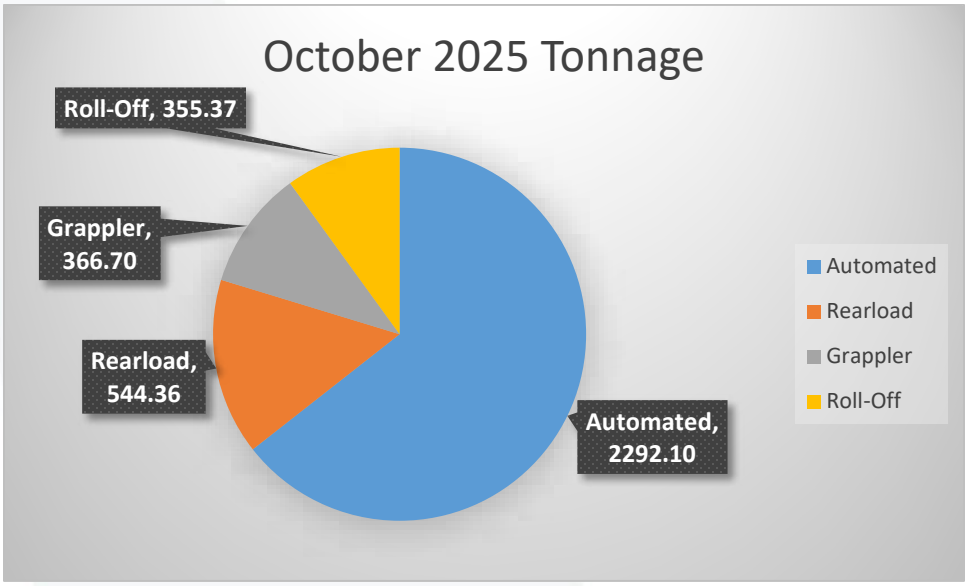
Attachments
Monthly Report - October

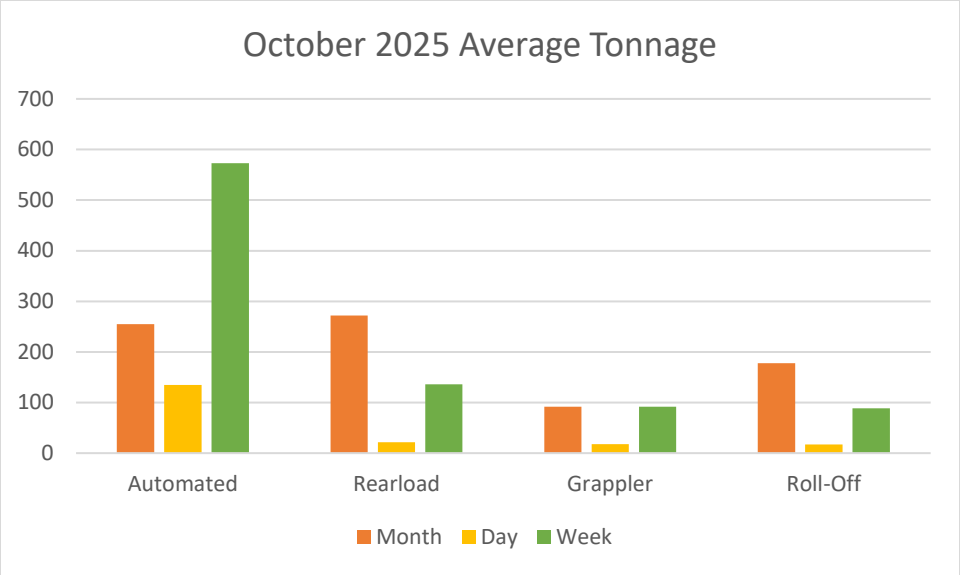
Monthly Solid Waste Department
October 2025 Tonnage Report

Roswell Municipal Landfill (RML). Report includes tonnage from October 1st – October 31st. Landfill tonnage received is a good gauge of the overall health of the Landfill Operations. Attached are the tonnages for the following Operations: Automated Collections, Bulk Trash, Commercial, and Roll Off.

Service	Tons
Automated	2292.10
Rearload	544.36
Grappler	366.70
Roll-Off	355.37







October 2025 Average Tonnage for our different divisions. They are:

Automated Average Tons:

- Daily: 135
- Weekly: 573
- Per Truck this Month: 255

Rearload Average Tons:

- Daily: 22
- Weekly: 136
- Per Truck This Month: 272

Grappler Average Tons:

- Daily: 17
- Weekly: 92
- Per Truck this Month: 92

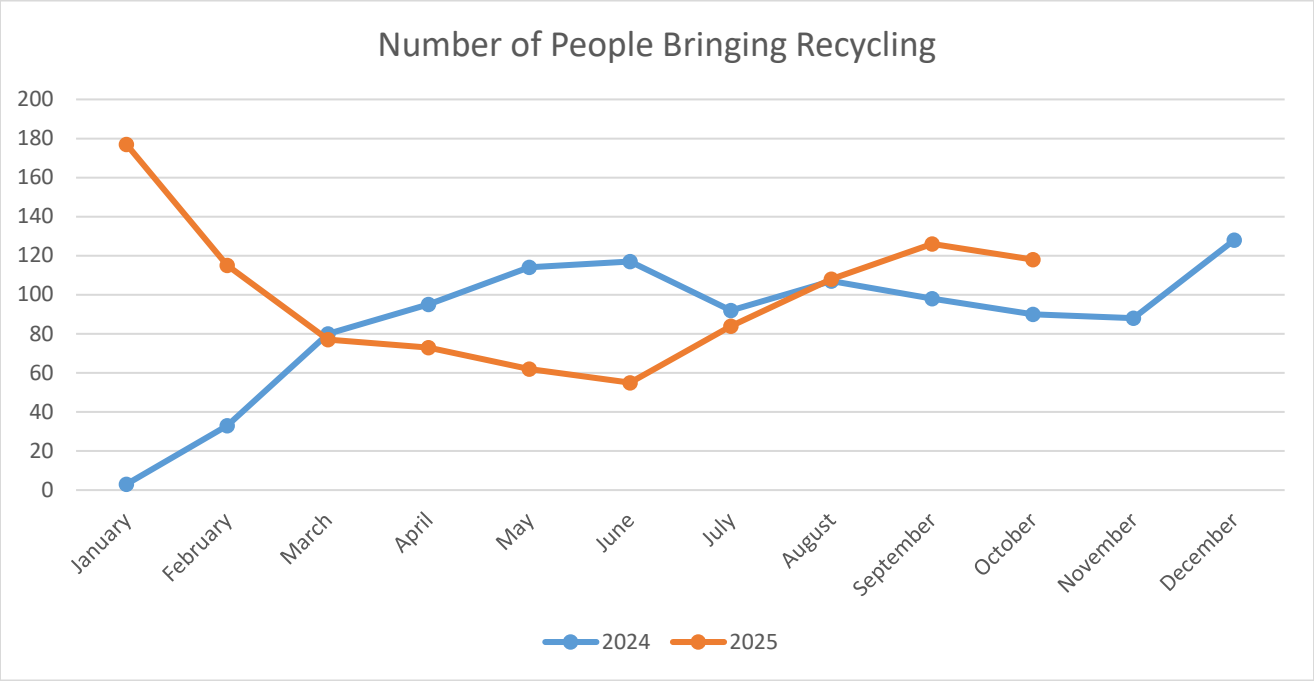
Roll-Off Average Tons:

- Daily: 17
- Weekly: 89
- Per Truck this Month: 178

Recycling

The Solid Waste Department Launched our Pilot program for Recycling. We currently take corrugated cardboard, 1&2 plastics, tin and aluminum cans. Currently we are only tracking people who come in to recycle.

	January	February	March	April	May	June	July	August	September	October	November	December	YTD
2024	3	33	80	95	114	117	92	107	98	90	88	128	1045
2025	177	115	77	73	62	55	84	108	126	118			995



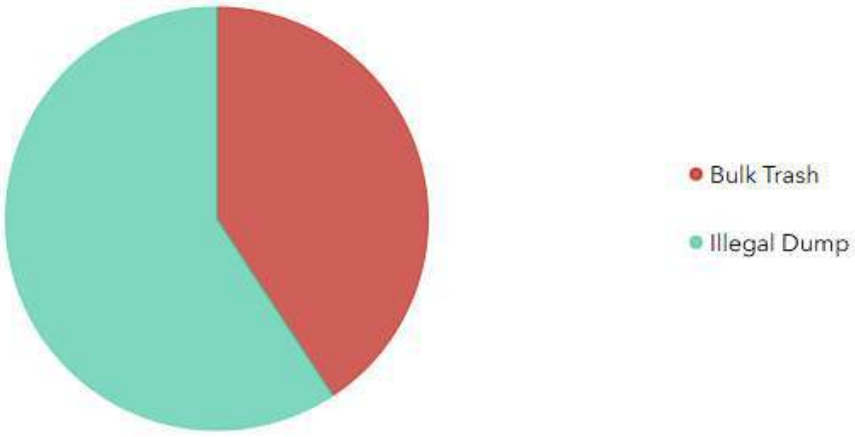
Bulk Trash Calls

The Solid Waste Department is implementing a new way to track Bulk Trash/Illegal Dumping calls that come into the department. We launched this on October 1st but wanted to show you how some of the data is coming in.



What type of Trash

Column Bar Pie Map



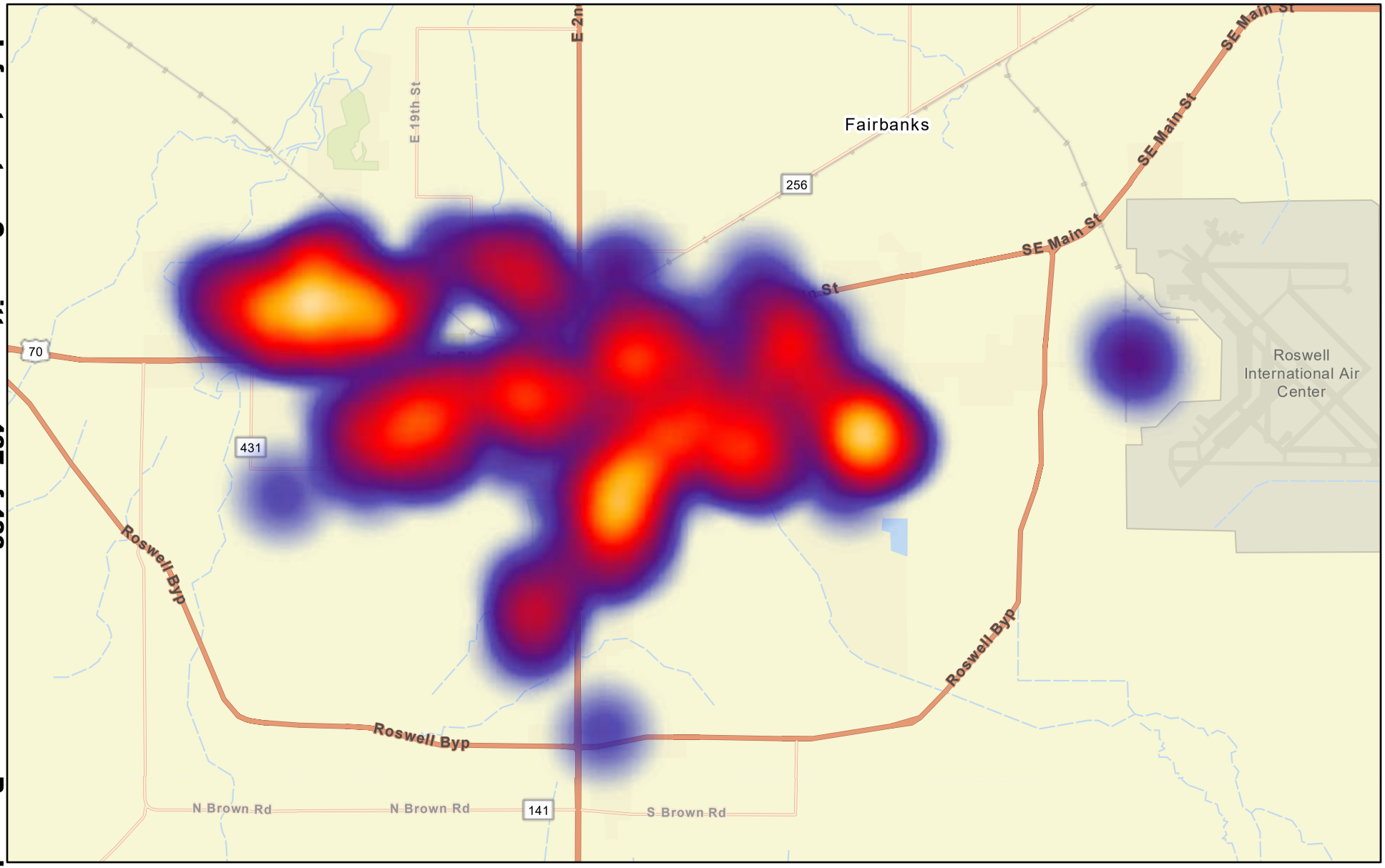
Hide table

Empty categories Sort

Answers	Count	Percentage
Bulk Trash	55	40.74%
Illegal Dump	80	59.26%

Answered: 135 Skipped: 0

October 2025 Bulk Trash/Illegal Dumping Calls



Infrastructure Committee

437 of 483

Roswell, NM

11/3/2025

Grappler Calls

Sparse

Dense

1:96,311

0 0.42 0.85 1.7 mi

0 0.5 1 2 km

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community

Disposal Summary

This data is track by Drivers inputting their Net weight in as they pass over the scales to track how much tonnage they are bringing in.

Disposal by Facility		
Facility	Loads	Tons
Roswell Municipal Landfill	**959**	**10041.82**
Trash - MSW	959	10041.82
Totals	**959**	**10041.82**

Disposal by Material		
Material	Loads	Tons
Trash - MSW	959	10041.82
Totals	**959**	**10041.82**

Disposal by Vehicle Type		
Vehicle Type	Loads	Tons
Front load	**125**	**1544.49**
Trash - MSW	125	1544.49
Residential	**560**	**8152.48**
Trash - MSW	560	8152.48
Roll off	**274**	**344.85**
Trash - MSW	274	344.85
Totals	**959**	**10041.82**

Driver Productivity

This chart allows us to see a combined monthly total of all the hours a driver has been 'on route' how fast they are moving and how many miles and tons they are bringing in for the month. Please note that Sub are drivers being substituted in from other sections i.e.: grappler drivers or supervisors to help when we have a shortage of drivers.

Driver Productivity							
Driver Name	Route Count	Route Hours	Helping Hours	Homes/ Hour	Total Stops	Miles	Tons
SL-Route-Sub	20	175.61	79.66	33.3966	5209	999	105.24
RL-Route-South	6	159.44	0	17.27368	2771	1056	687.64
SL-Route-6	6	178.99	0.73	59.18987	11250	1071	312.66
SL-Route-5	9	184.4	4.19	60.87318	11303	1372	2001.77
RL-Route-North	5	41.71	0	15.98881	682	280	164.69
RL-Route-North	8	179.79	0	13.68314	2489	1278	628.87
SL-Route-4	13	195.36	8.1	60.74738	12226	1310	1135.72
RO-Route-2	5	171.47	0	0.5715396	115	1916	76.94
CR-Route	7	175.84	16	29.82656	6605	1151	941.48
RL-Route-Sub	1	23.9	0	6.820084	163	62	51.41
SL-Route-Sub	3	3.05	3.05	0	0	20	
SL-Route-Sub	7	59.36	19.28	37.71477	2491	369	200.71
SL-Route-3	4	135.3	0	69.0824	10098	927	1596.43
SL-Route-7	9	180.37	1.84	50.58497	10995	1064	26.66
SL-Route-2	9	184.52	2.43	54.36416	10930	1032	967.05
RL-Route-Sub	5	57.62	0	0.6593407	40	797	71.81
SL-Route-1	8	186.72	2.73	41.50304	8421	1001.21	937
RO-Route-1	5	142.46	0	0.617688	93	1920.9	181.32

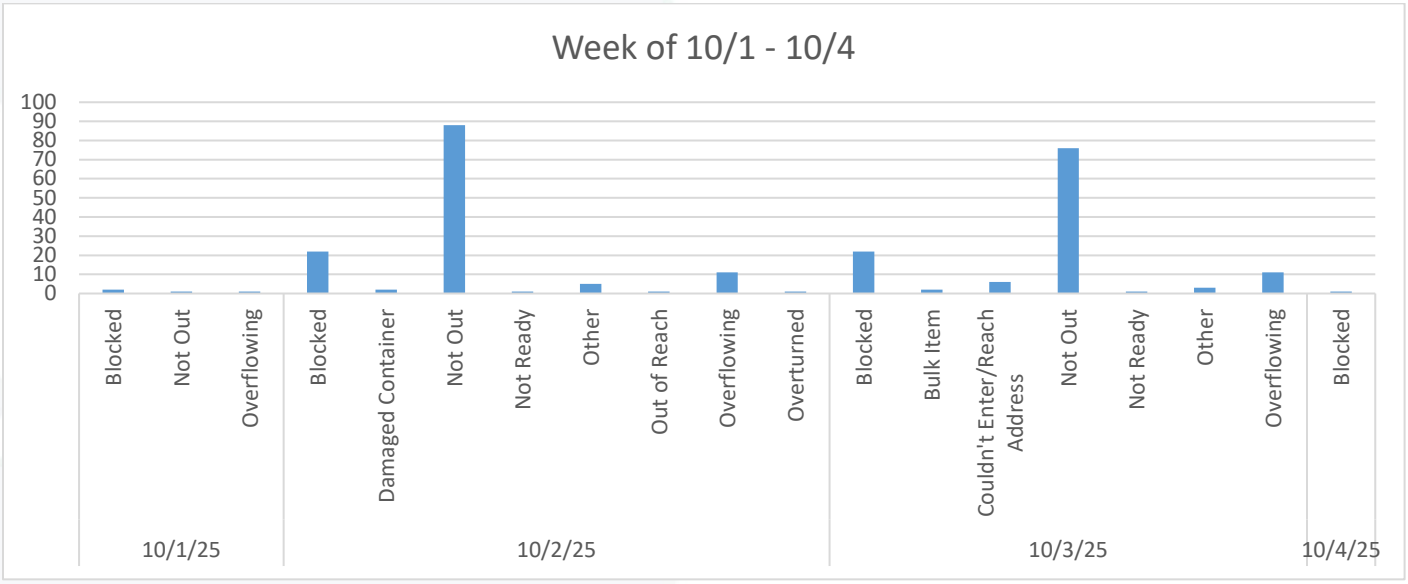
Fuel Log

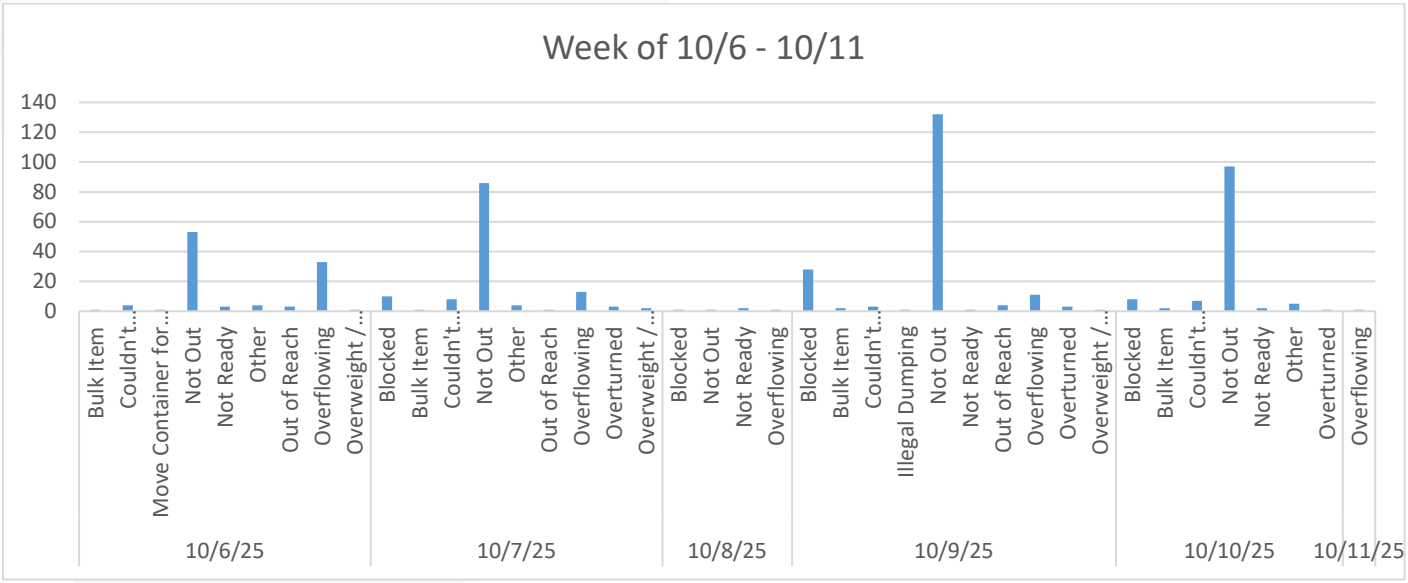
This shows how many miles are driven on our trucks along with their Fuel Efficiency.

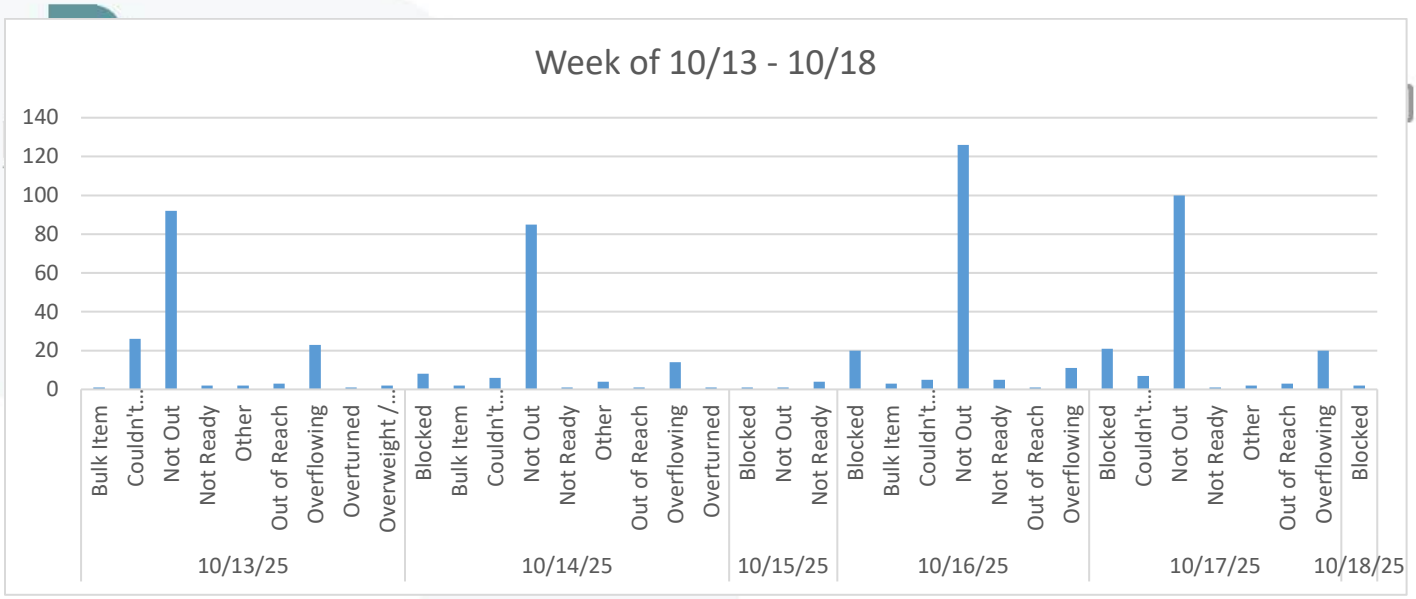
Fuel Log					
Vehicle Name	# Fill ups	Fuel Efficiency (MPG)	Total Gallons Filled	Total Gallons Used	Total Miles Driven
263	3	5.7	52	112.8	630
307	3	2.6	35.2	64.1	177
262	8	3	260.3	229.8	689
303	1	2.9	17	39.1	114
300	2	3.3	23.9	37.5	109
SL 20-305	3	2.9	86.1	82.5	240

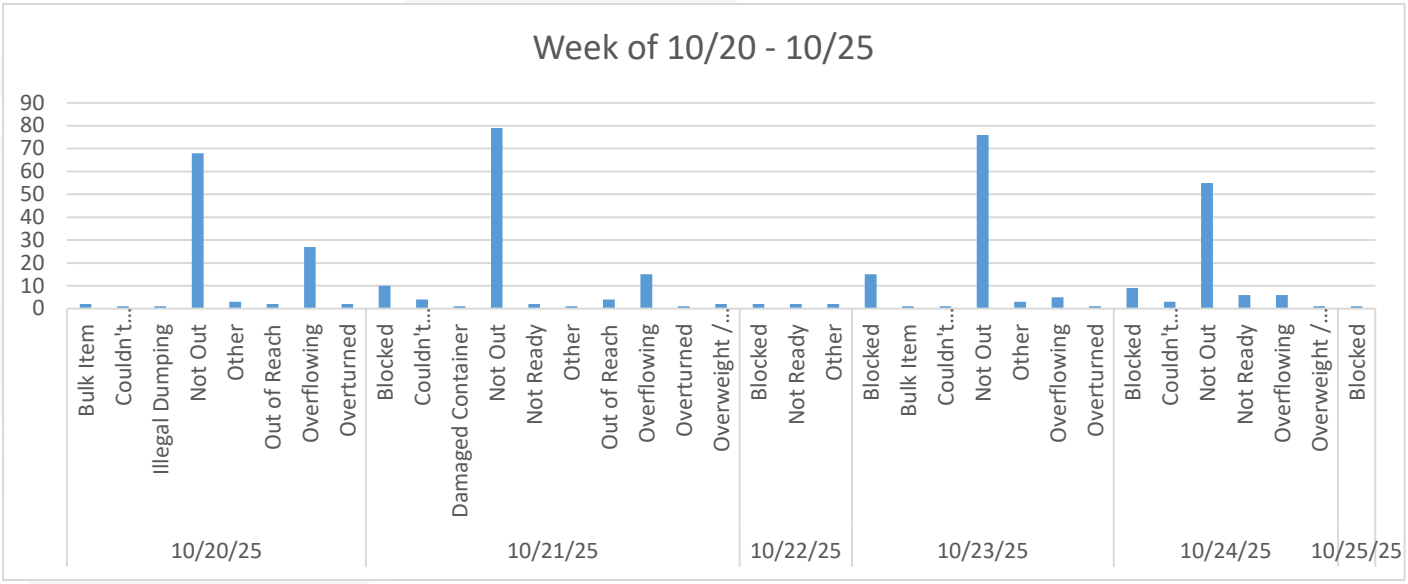
Pickup Reports

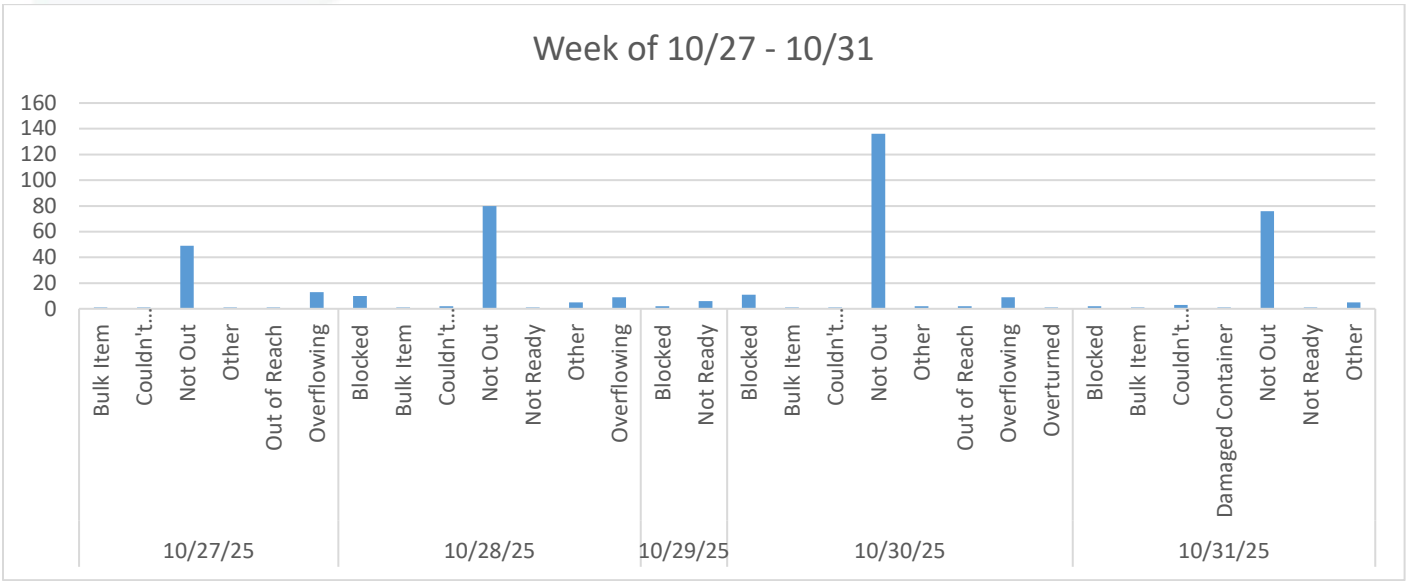
Pickup Reports are broken down by week to week. They show the number of Issues the drivers run into every day. To better view the data we split it into weeks.






Week of 10/13 - 10/18
140
120
100
80
60
40
20
0
Bulk Item
Couldn't...
Not Out
Not Ready
Other
Out of Reach
Overflowing
Overturned
Overweight /...
Blocked
Bulk Item
Couldn't...
Not Out
Not Ready
Other
Out of Reach
Overflowing
Overturned
Blocked
Not Out
Not Ready
Blocked
Bulk Item
Couldn't...
Not Out
Not Ready
Out of Reach
Overflowing
Blocked
Couldn't...
Not Out
Not Ready
Other
Out of Reach
Overflowing
Blocked
10/13/25
10/14/25
10/15/25
10/16/25
10/17/25
10/18/25


Week of 10/20 - 10/25
90
80
70
60
50
40
30
20
10
0
Bulk Item
Couldn't...
Illegal Dumping
Not Out
Other
Out of Reach
Overflowing
Overturned
Blocked
Couldn't...
Damaged Container
Not Out
Not Ready
Other
Out of Reach
Overflowing
Overturned
Overweight /...
Blocked
Not Ready
Other
Blocked
Bulk Item
Couldn't...
Not Out
Other
Overflowing
Overturned
Blocked
Couldn't...
Not Out
Not Ready
Overflowing
Overweight /...
Blocked
10/20/25
10/21/25
10/22/25
10/23/25
10/24/25
10/25/25


Week of 10/27 - 10/31
160
140
120
100
80
60
40
20
0
Bulk Item
Couldn't...
Not Out
Other
Out of Reach
Overflowing
Blocked
Bulk Item
Couldn't...
Not Out
Not Ready
Other
Overflowing
Blocked
Not Ready
Blocked
Bulk Item
Couldn't...
Not Out
Other
Out of Reach
Overflowing
Overturned
Blocked
Bulk Item
Couldn't...
Damaged Container
Not Out
Not Ready
Other
10/27/25
10/28/25
10/29/25
10/30/25
10/31/25

1. In House Projects / Infrastructure

a. Bring Fire Suppression System up to Code
   i. Jockey Pump replaced more work needed
   ii. Purchase Order has been obtained waiting on Vendor

b. Ongoing Flood Repair
   i. New cover for Cell 1,2,4 & partial on 5 slopes
   ii. Road Maintenance within Landfill
   iii. Repair Leachate Pond (Geomembrane & Liner)
   iv. Re-Establish Entire Landfill stormwater drainage system
   v. Pump out all leachate from Cell 1,2,3,4 & 5 (Over 200,000 gallons)

Currently assessing multiple Landfill infrastructure systems that need to be updating and modernizing to meet current code requirements and operational needs. As these arise we will prepare quotes and bring to Infrastructure and Finance. Department will strive to perform the majority of the work in-house.

Project Name	Project Info	Quote	PO Amount	Status
HVAC For Admin Building	Replace both HVACs for the Admin Building	Yes		Currently waiting on Budget Transfer to Issue PO
Shop Swap Coolers	Replace Swamp Coolers on top of the Shop	No		Waiting for Quote
Exhaust Fans	Repair or Replace exhaust fans over the shop	No		Waiting for Quote
Domestic Water Tanks w/VFD	Pressure Tanks in the well house and VFD Install	Yes		Currently waiting on Budget Transfer to Issue PO
Shop Flooring	Coat shop floor in epoxy	Yes		Currently waiting on Budget Transfer to Issue PO
Door Closers	Replace 9 door closures for large roll up doors	Yes		Currently waiting on Budget Transfer to Issue PO
Barn Concrete	Pour concrete in the barn	Yes		Currently waiting on Budget Transfer to Issue PO
Employee Entrance Concrete	Employee entrance concrete extension	Yes		Currently waiting on Budget Transfer to Issue PO
Camera Install	Install the camera's that were bought last year	No		Waiting for Quote
Employee Entrance Gate	Replace the Employee Entrance Gate	Yes		Currently waiting on Budget Transfer to Issue PO
Main Gate	Replace Main Entrance Gate	Yes		Currently waiting on Budget Transfer to Issue PO
Cut Scales for Access	Cut concrete on scales to create access panels to be able to clean them out better	No		Waiting for Quote

Non-Action Items 12.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Cemetery

Attachments
Cemetery October report

south park cemetery south park cemetery south park c
emetery south park cemetery south park cemetery sout
h park cemetery south park cemetery south park ceme

ROSWELL

CEMETERY – October, 2025

Acres Maintained: 210

Staffing: 10 FTE

Number of Services for the Month: 26

- 13 Casket Burials
- 8 Cremation Burials
- 1 Veterans Cemetery Casket Burials
- 4 Veterans Cemetery Cremation Burials

Total Revenue for the Month: $33,345.00

Routine Maintenance:

- Dug, set-up, covered, and tamped for all 26 services.
- Mowing & trimming continues.
- Repaired domestic 2" waterline to the shop.
- Leveled 5 graves in section 31.
- Installed 2 rows (rows C & D) with 40 space markers at General Douglas McBride Veterans Cemetery for inground cremations.
- Removed mature Juniper tree on 6th street.
- Trimmed trees in 6 different blocks (11A, 31, 32, 43, 44 & 45).
- Brush hogged 20 acres of underdeveloped area at General Douglas McBride Veterans cemetery.
- Tree farm upkeep.
- Helped with ongoing projects in the cemetery as needed (veteran shelter addition, water line, and columbarium at South Park).

Vehicle Information:

UNIT#	MILEAGE
580	129,548
581	80,293
582	20,000
58	24,290
286	60,806
587	82,455

Submitted by: Ruben Esquivel, Cemetery Superintendent
Approved by: Jim Burress, Special Services Director

Specific Maintenance:

- Conducted a total of 26 services for the month of October.
- 2 services held with more than 350 vehicles.
- 1 participant & 1 judge assisted rodeo event.









Non-Action Items 13.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Parks

Attachments
Parks October Report

PARKS – October, 2025

Acres Maintained: 685+

Staffing: 27 FTE

Routine Maintenance:

- Mowing weekly as needed
- Checking all irrigation in parks and sports complexes
- Spraying weeds weekly
- Repairing baseball backstops in all parks for baseball season
- Trash pick-up
- Installing new tables, trash cans and BBQ grills throughout parks

Specific Maintenance:

- Painted equipment for the rodeo course.
- Set-up and tear down for equipment rodeo.
- Welded new gates for the Zoo.
- Painted over and removed graffiti.
- Spread playground mulch in several parks. Set up and worked for the Fall Bash at Pioneer Plaza.
- Participated in career day at Mesa Middle School.
- Tree trimming and removed dead trees.






































Vehicle Information:

UNIT#	LAST 5 OF VIN	MILEAGE
1115	59361	10,083
1043	30177	35,115
1110	11787	86,048
1335	31335	102,446
1171	05837	108,216
1106	32089	113,462
1134	02128	77,180
1136	51161	92,050
1112	31411	140,143
1109	55800	170,700
1118	03155	97,792
1107	05501	54,095
1120	16661	97,939
1122	06799	42,813
1007	49647	52,349
1194	27335	141,289
1177	63424	35,968
1113	13373	Flooded (Totaled)
1100	48327	75,935
(N/A)	31159	177,450
550	38512	132,574
503	87408	78,493

Submitted by: Rudy Chavez, Parks Superintendent
Approved by: Jim Burress, Special Services Director

Non-Action Items 14.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Recreation

Attachments
Rec October Report

ROSWELL
New Mexico

October 2025
Recreation Monthly Report

Recreation





FISCAL YEAR FIGURES		
	2025 October	YTD
Revenue	20,807	137,877
Attendance	5,759	30,598

ATTENDANCE CONTRIBUTORS	
Adult Center Classes & Scans	408
Rec & Aquatic Center Classes/Programs	1500
Rec & Aquatic Center Drop-In/Admissions	1059
Rec & Aquatic Center Member Scans	2792

TOP REVENUE CONTRIBUTORS	
Recreation Programs	$9,504
Recreation Memberships	$3,744

Highlights

Roswell Recreation Center

- Memberships and spectator passes sold: 165
- Union and Fire Department memberships given: 6
- Basketball registration has concluded, the 5-8 division has 30 teams and practices are going well.
- The Recreation Department participated in the City's Fall Bash event, staff enjoyed handing out candy and engaging with the community.

Roswell Aquatic Center

- October's in-service training for lifeguards focused on twelve minute treading, the brick test and brushing up on policies and procedures. The session was led by the Lifeguard Instructor/Aquatic Specialist and included the 300-yard swim requirement.
- Group swim lessons are still going strong.
- There were two incidents to report this month.
- No party rentals were held, which included swim passes.

Roswell Adult Center

- The Wednesday morning stretching class has transitioned to an aerobics class and participation has been strong.
- Our fitness instructors have been moved from ITS employees to City employees.

Vehicle Mileage

- Unit 1004/09116 – VIN# 09116 - Mileage 13,546
- Unit 1101/00494 – VIN#00494 - Mileage 56,011
- Unit 15875 – VIN#15875 – Mileage 56,563

Upcoming:

- Basketball games for ages 5-8 actually started 11/3

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6720
FAX: 575.624.6889

Adult Fitness Participants on Halloween



2025 Halloween Bash Truck or Treat



PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6720
FAX: 575.624.6889

Non-Action Items 15.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:

Department Report - Zoo

Attachments

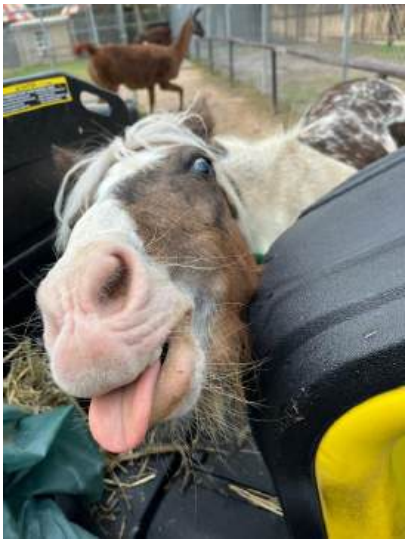
Zoo October Report

ROSWELL

ZOO – October, 2025

Highlights/Animal Care/Maintenance:

- Routine upkeep done on all animal enclosures, the park, and non-animal areas. Zookeepers repaired bird boxes, painted rusty areas, and replaced woodchips in mammal exhibits.
- Multiple water leaks have been repaired throughout the park and animal exhibits by the grounds team and Parks Department.
- Routine animal care, including feeding, cleaning, medical care, and enrichment.
- Interviews have continued to be conducted for our vacant zookeeper positions.
- Our grounds lead is no longer here; the Parks Department graciously sent over one of their guys to help maintain the park and zoo until a replacement is hired.
- Winterizing was done by keeper staff, and indoor enclosures were updated (Below: our green iguana had a new platform made and logs set up by the lead zookeeper.
- The grounds team started staining all picket fencing and mulching the flower beds.
- The room for the guinea pig was renovated, including new flooring, sealing, and some of the walls due to water damage around the window.
- All animals received pumpkins from Fall Fest, delivered by the Parks Dept. Pictured below is one of our mini horses, Malibu, enjoying her snack on Halloween.







Submitted by: Amy Munoz,
Zoo Curator
Approved by: James Burress,
Special Services Director

Non-Action Items 16.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Streets

Attachments
Street Department Monthly Report

Monthly Report for October 2025

Streets

Projects Focus

The potholes continue to get repaired with two crews working to fix the problem areas in the streets. Mower crews are also active in keeping the weeds under control. The weed-spraying crew is working the right-of-ways, and when the wind curtails spraying, they are picking up trash, preventing unsightly roadsides and driving hazards. The Alley crew continues to maintain the graveled alleys by leveling out the ruts and adding fresh gravel when needed. The sign crew has been keeping up with faded signs that need to be replaced and helping set up material for special events as needed.

Projects Continued

Dustrol continues with road work



PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6730
FAX: 575.624.6709

Monthly Report for October 2025

Streets

Crews are working on the new community enhancement building parking lot







PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6730
FAX: 575.624.6709

Monthly Report for October 2025

Streets

City of Roswell Road'eo Set Up



Quantities of Materials for the Month

The patch and street maintenance crews used 100.8 tons of cold mix, with 11.78 tons used to repair water cuts, and 128 gray bags of Poly patch material.

The alley crews have used 12 loads of gravel, 10 loads of road base, 27.5 loads of millings, 72 loads of sweeping waste taken to the landfill, 116 loads of dirt moved from the detention pond to Wool Bowl, and 63 loads of water.

The crusher crew loaded 39.5 loads of millings, 420 tons of road base & 51 loads of gravel. They crushed 1600 tons of road base. They also had 3 loads of trees, debris, and trash.

The sweeper crew had 211.5 loads of daily sweeping waste this month.

The herbicide crew has sprayed 1250 gallons of weed killer to control weeds on City property.

The sign shop personnel have replaced or added 12 signs, 23 signposts, and 22 studs.

Projects Upcoming

FY2026 Hot Recycle started 9/29/2025 and will be worked through mid-November.
FY2026 Micro Surfacing after Hot Recycle starting November 5th, 2025.
FY2026 Yearly Striping- Pending Spring 2026.

Equipment Brief

Dump Truck - Approval for PO #22501094, Carry Forward PO #22600775: $179,857 - Pending arrival in December 2025.

PO Box 1838
Roswell, NM 88202-1838
TEL: 575.624.6730
FAX: 575.624.6709
seeroswell.com

Non-Action Items 17.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:

Department Report - Waste Water Treatment Plant & Sewer

Attachments

Waste Water Treatment Plant Monthly Report

WWTP MONTHLY REPORT FOR OCTOBER 2025

Sewer Crew (Collections)

PSU- STOP UPS-19

POINT REPAIR – 0

SHOT LINE DUE TO DEAD END - 0

SEWER ODOR - 0

MANHOLE LID MISSING- 1

TELEVISE LINE – 0

ASSIST WATER DEPT-0

SEWAGE SPILLAGE – 0 SSO

Raw Sewage 0

WKLY MAINTENANCE SOUTHSIDE UNIT 355

WKLY MAINTENANCE NORTHSIDE UNIT 356

Sewer Crew has been using the Vactor to jet rodding the sewer lines on sewer maps to clean and maintain lines in the city. Sewer Crew is maintaining RIAC, Kids Care, Mystec lift stations.

Total of 6 in Department to include (2) Sr. Equipment Operators (3) Equipment Operators. Positions requires CDL class B with tank and air brake endorsements (1) Vacant positions

The sewer crews work tirelessly around the clock to maintain sewers. Lift station repairs to pumps and maintenance of lift station is vital to city sewer system.

RIAC lift station is currently being serviced monthly to keep fully operational. New electrical boxes installed for more efficiency.

Kids Care lift station was serviced and maintained on Monthly basis to insure proper functionality.

PLANT OPERATORS

Monthly Plant flow – 95.58 Million Gallons

Plant operator makes daily rounds and verifies and collects data of pumps and motors making adjustments to our aeration basins for blowers to maintain ammonia/nitrates and keep a healthy basin and keep plant operational. WWTP operators conduct daily operations to be vital part of treatment of wastewater for the City of Roswell. Maintenance of the entire Wastewater system completed daily by plant operators.

Dewatering building screw presses are not operational as technicians bring in replacement parts and trouble shoot screw presses are ongoing. Contractors are arriving on November 10-14 to solve the issues and are repairing main components to be fully operational to dewater sludge at WWTP.

Huber and all subcontractors are continuing to work together to trouble shoot all issues that are current at this time.

Aeration Basins cement work being done to catwalk area and will return in November to complete braces installation on cat walks for Basin 2 and Basin 3.

Groundskeeping and watering of lawns for facility will slow down in cooler months ahead.

Daily/Regular maintenance as needed on equipment

Weekly cleaning of irrigation screens

Drying Beds are not at max capacity and preparation for room in drying beds during winter months. Solids handling is being accomplished in drying beds to dry sludge. Solids handling is a priority for Class A sludge.

Currently utilizing John Deere equipment from water plant to help move our drying solids and turn sludge piles

Plant Operators are currently seeking certifications through UOCP (New Mexico Utility Operator Certification Program)

Total Employees 8 – fully staffed to include

(1) Sr Operator

(5) WWTP Operators plant operations

(2) Maintenance Worker I maintain grounds and buildings

LAB

Monthly Bact- T Sampling – 60 samples required for NMED compliance City of Roswell potable water. (15) Wkly sampling for total of 4 routes for month completed. Quality Control daily analysis for wastewater operations.

9 Drinking Water Systems we oversee analysis for DWB compliance to include Alto Lakes Water, Berrendo Water, Capitan Water System, Cumberland, Fambrough, Greenfield, Town of Dexter, Leprino Foods, Roswell Landfill

Monthly intake of microbiological samples

14-Private Pay (private wells)

Artesia Soft Water System-4

NICE ICE-3

CULLIGAN-2

EARL LUSK-1

KEYS DRILLING-5

JOHN LUSK -1

Brad Knowlton-1

MICHELLE PETERSON-1

Permit Requirements - DP-281

Discharging our Effluent water to farmland NMED permit DP-281 requires 3x wkly running BOD5 (biochemical oxygen demand – measure of amount of dissolved oxygen needed by microorganisms to break down organic matter in water sample over a 5day period at 20 C), E-coli, TSS (total suspended solids -dry weight of non-dissolved particles in water sample). Daily analysis of ammonia/nitrate, MLSS (mixed liquor suspended solids-total concentration of suspended solids)

(20) Monitoring Wells – 4th Quarter sampling completed for 2025

Total employees – 3 fully staffed (1) Lead Lab Technician (2) Asst. Lab Tech.

Lab employees are actively seeking required certifications through NMED.

Lab repairs began on 9/22/25 with deconstruction of tile and concrete removal. Dirt and old pipe removal are completed. Repairs are completed in the lab building. Repairs included sewer lines in ground being excavating and repaired. Installation of 8-inch pipe from toilets to cleanouts. Repairs of sewer pipe and concrete are completed with flooring restoration in November.

Pretreatment

4th Quarter plant sample event was completed on 10/21/25

Restaurants -72 **Industrial Users** -2

2x Wkly sampling for Covid

1x wk collection sample for Measles

Odd months test for **503.13 Sludge Samples**

Industrial surcharge sampling and inspections for month of October; sampled 3 pumpers and 2 restaurants.

Bill surcharge to restaurants and Septic pumpers monthly and deposit of checks received

Monthly billing septic haulers total **of 8 to include**

Flores Rentals, B&D Car Wash, G&A Trucking, Johnson Septic, Demaree, Shiny Boys, Fulkerson Plumbing, RV Village.

Industrial User Inspection

Vestis 10/17/25

Dean Baldwin scheduled in November.

Restaurant sampling for surcharge billing - 3

Total employees - (1) Pretreatment coordinator

Non-Action Items 18.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:

Department Report - Water Maintenance & Transmission

Attachments

Water Maintenance & Transmission Monthly Report

Water Maintenance and Transmission

Monthly Report for October 2025

By Danny De La Cerda, David Fierro & Greg Etter

WORK ORDERS:

Work Orders by Category	This Month	Year to Date
Main Break	1	47
Main Break - Unfounded	0	6
Replace Mainline Valve	5	41
Service Line City Side Leak	59	937
Service Line Customer Side Leak	31	135
Service Line Break Unfounded	0	19
Meter Box Repair	16	65
Customer No Water - Unfounded	0	71
Hydrant Repair	2	30
Meter Call Returned to Central Control	0	27
New Service	2	41
New Fire Line	0	2
Abandon Service	0	3
811 Utility Locate	537	5654
Other- Misc.	13	171
Move Outs	2	8

PROJECTS:

	Current	Future
1	***Flushing Hydrant Lines***	***Replace 36" Main 8th to 19th***
2	***New Water Line for Cemetery***	***Begin Replacing Water Mains***
3	***Replace 36" (x2) Valves at Country Club Reservoir***	
4	***Replacing 12" Drain Line at Reservoir***	
5	***Relocating FH and Services on E. Hobson Rd.***	
6	***2" off the 48" Air Relief on Country Club***	
7		
8		

Non-Action Items 19.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Central Control

Attachments
Central Control Monthly Report

Central Control Monthly Report for October 2025

Central Control Operators and Maintenance

- Operators making weekly rounds and collecting data of well pumps and motors. Making adjustments as needed to keep operation in spec.
- Operators doing monthly checks on booster pump screens and testing the chlorine leak detectors.
- Operators at end of month getting final monthly reads from all wells for total water produced.
- Operators doing daily cleaning and maintenance as needed at well sights, Reservoirs and at Central.
- On-call operator responding to alarms as needed after hours and having to come out to central on weekends to maintain levels in reservoirs.
- SCADA system still down have control at central but having to manually turn wells on/off. Maverick has the program installed for the Kerr wells and RIAC area they are running in auto. Still working on programming for the intown wells.
- Contractors started to put 36 in valves at Country club Res.
- Teams meeting with Country Club contractor and city, progress report.
- Went to safety training
- Worked on Monthly and quarterly report, for State engineers.

George Peterson
Superintendent Central Control
Water Production

Non-Action Items 20.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Engineering

Attachments

Engineering Projects Dashboard
October 2025 Eng. Highlights Report
Annual Maintenance Report

Project Number	HTE Project Name	Project Name	Account	Grant Identifier
CPA500	Youth Challenge Improvements	Youth Challenge	101.4041.404.75.03	12-L-1579
CPA501	Air Center Infrastructure	Air Center Roofs	610.4332.433.40.18	
CPC091	RIAC Tree Lined Espla	Esplanade	301.4311.431.75.04	
CPC105	2014 CDBG	East Bland Street Sidewalks	301.4311.431.75.04	14-C-NR-I-01-G-19
CPC500	Facility Assessment	Facility Assessment	301.4311.431.48.01	
CPF001	Fire Station Improvements	Stn 4 HVAC	101.4121.412.75.05	
CPF001	Fire Station Improvements	Stn 1 Bathroom	101.4121.412.75.03	
CPF001	Fire Station Improvements	Stn 1 Bathroom	265.4123.412.75.03	
CPF001	Fire Station Improvements	Stn 6 Stucco	101.4121.412.40.02	
CPG001	Public Restrooms	Public Restrooms	101.4041.404.3515	13-L-1669
CPG001	Public Restrooms	Public Restrooms	222.4081.408.75.04	
CPG002	Wayfinding Program	Entryway Signs	222.4081.408.75.04	
CPL001	Library Improvements	Library Roof	107.4048.404.75.04	
CPM001	Museum Improvements	Museum Roof	107.4048.404.75.04	
CPP001	Playground Replacement	Playground Replacement	101.4231.423.75.05	14-L-1895
CPP002	Eastside Improvements	Eastside Little League	101.4231.423.75.04	14-L-1893
CPP003	Joe Bauman Improvements	Joe Bauman	101.4231.423.75.04	14-L-1894
CPP004	Veterans Cemetery Improvements	Veterans Cemetery	101.4041.404.75.04	14-L-1896
CPP004	Veterans Cemetery Improvements	Veterans Cemetery	301.4311.431.75.04	
CPP005	Splash Pad	Splash Pad	107.4048.404.75.04	
CPP005	Splash Pad	Splash Pad	215.0000.242.07.07	Donation
CPP005	Splash Pad	Splash Pad	215.4242.424.75.04	14-L-1897/15-0741
CPP006	Poe Corn Rec Center	Boys & Girls Club	215.4241.424.40.02	14-L-1897A
CPP007	Yucca Rec Center	Yucca	215.4244.424.40.02	14-L-1897B
CPP008	Cemetery Improvements	Storage Building Roof	107.4048.404.75.04	
CPP008	Cemetery Improvements	Cemetery Roads		15-0740
CPT001	Transit Improvements	Transit Center Roof	107.4048.404.75.04	
CPW001	Chlorine System Improvements	Chlorine Conversion	630.4353.435.75.04	
CPZ001	Zoo Improvements	Zoo Improvements	101.4232.423.75.03	
CPZ001	Zoo Improvements	Zoo Improvements	101.4232.423.75.04	
		Water Storage Building	630.4354.435.75.03	
		Pool Demo at Poe Corn	101.4151.413.24.21	Clean and Safe
CPA502	Hanger #85 Remodel	Hanger Remodel	610.4331.433.4801	

EM Toni 8/20/15

CPA	Capital Projects Air Center
CPC	Capital Projects Engineering
CPF	Capital Projects Fire
CPG	Capital Projects Grants (Planning)
CPL	Capital Projects Library
CPM	Capital Projects Museum
CPP	Capital Projects Parks
CPT	Capital Projects Transit
CPW	Capital Projects Water/Wastewater
CPZ	Capital Projects Zoo
Bond	

Used	
CPA500	Youth Challenge Improvements
CPA501	Air Center Infrastructure
CPA502	Hanger #85 Remodel
CPC091	RIAC Tree Lined Espla
CPC105	2014 CDBG
CPC500	Facility Assessment
CPF001	Fire Station Improvements
CPG001	Public Restrooms
CPG002	Wayfinding Program
CPL001	Library Improvements
CPM001	Museum Improvements
CPP001	Playground Replacement
CPP002	Eastside Improvements
CPP003	Joe Bauman Improvements
CPP004	Veterans Cemetery Improvements
CPP005	Splash Pad
CPP006	Poe Corn Rec Center
CPP007	Yucca Rec Center
CPP008	Cemetery Improvements
CPT001	Transit Improvements
CPW001	Chlorine System Improvements
CPZ001	Zoo Improvements

ROSWELL
Engineering

City of Roswell Engineering Department Projects Status
11/12/2025

Street Projects & Other

FY 25 - Hot Recycling & Micro-surfacing Pavement Maintenance — **In progress**
SCOPE: Hot Recycle & Micro-surfacing of various streets
BUDGET: $ 1,912,747
FUNDING SOURCE: 100% City funds
EST. COMPLETION: Fall 2025
PROJECT STATUS: 65%
Streets to be selected by using Pavement Condition Survey and field review by Streets & City Engineer. Quote and streets list approved at September City Council. In progress.

FY 25 - Nova Chip Pavement Maintenance — **Project start date 10/16/2025** **Paving complete**
SCOPE: Overlay of various streets
BUDGET: $ 266,222
FUNDING SOURCE: 100% City funds
EST. COMPLETION: Fall 2025
PROJECT STATUS: 100%
Streets selected by using Pavement Condition Survey and field review by Streets & City Engineer. Quote received utilizing NMDOT statewide price agreement. Quote and streets list approved at September City Council. Planned start date 10/16/2025

Hobson Road Flood Prevention Project — **Construction awarded to Constructors, Inc.**
SCOPE: Design & construct flood prevention measures on Hobson Rd. from W. RAC Perimeter Rd. to SE Main
BUDGET: WTB Grant (87%) $8,353,977
WTB Loan (13%) $1,248,295
Other $0
Total $9,602,273
FUNDING SOURCE: Water Trust Board Loan/Grant
EST. COMPLETION: 5/31/2026
PROJECT STATUS: 0%
A Water Trust Board application was submitted and a letter of award received. City to submit "Readiness" package to be reviewed by DFA and then an agreement can be issued. Loan documents in progress of being executed. Loan finalized 3/22/24. RFP issued for design portion of project, reccomeneded award to FNI. Design kickoff meeting held 7/26/2024. Design complete, bids recieved 5/13/2025, awarded to Constructors, Inc. Pre-Con held 8/12/2025. Start date 10/13/2025.

Brasher Drainage Project — **SMA award recommendation approved by Council 11.09.23** **Kick off Meeting Held 12/6/2023**
SCOPE: Design & construct flood prevention measures and 4-lane roadway on Brasher from S. Main east to SE Main (US 285)
BUDGET: Legislative Grant $800,000
City $0
Other $0
Total $800,000
FUNDING SOURCE: Legis. Grant
EST. COMPLETION: 12.31.24 Design Only
PROJECT STATUS: Design 76%
RFQ issued to engineering vendors, Souder Miller selected. Design in progress. Stakeholder meeting held 2/14/2024. SUE and storm drain inspection complete.

2025 CDBG 6th, 7th, 8th sidewalks Railroad to Garden
SCOPE: Design & construct sidewalk & ADA improvements 6th, 7th, & 8th Railroad to Garden
BUDGET: CDBG Grant $1,300,000
City $130,000
Other $0
Total $0
FUNDING SOURCE: CDBG Grant
EST. COMPLETION: 1.31.26 Design Only
PROJECT STATUS: Design 0%
CDBG Grant application paperwork in progress. Local COG staff supporting application preparation. Design to be completed in house pending funding award. Grant application submitted 8/19/2025. City was notified that we were not selected for this grant award

2nd Street Overlay Pavement Maintenance
SCOPE: Overlay and restriping 2nd Street from Sunset to East City Limits
BUDGET: NMDOT Grant $1,444,000
City $76,000
Total $1,520,000
FUNDING SOURCE: NMDOT TPF
EST. COMPLETION: Spring 2026 Estimated
PROJECT STATUS: 0%
This project will be awarded through NMDOT TPF funding. Funding agreement received. Working on final NMDOT clearance.

Elm St. Bridge (Rio Hondo south of 2nd St.) — **NMDOT Agreement approved by September Council.** **Recomended Award to Abraham's Construction** **In Progress - Project started 1/21/25**
SCOPE: Remove & replace existing bridge with CBC bridge
BUDGET: Survey/Hydrology City Engr. Dept.
Plans/Permits City Engr. Dept.
Right of Way $0
Construction $2,440,000
FUNDING SOURCE: NMDOT $2,440,000
EST. COMPLETION: 12/30/2025
PROJECT STATUS: 90%
This existing bridge number 9199 is identified by NMDOT to be the next bridge in need of replacement. NMDOT is willing to fund construction costs if City Engineering willing to do project development, plans and construction management. NMDOT approval obtained to bid project. Recommended award to Abraham's Construction. Project started 1/21/25, in progress

Projects coordinated with Utility Departments

WWTP Screw Press & Dissolved Oxygen Improvements — **Dissolved oxygen unit was put into operation on January 4, 2023.** **Bids received Feb. 8, 2022, low bid $8,626,664.00**
SCOPE: Install screw presses at WWTP
BUDGET: Estimated $ 8,003,106 — $5.5 million Loan is for design and construction
FUNDING SOURCE: WWTP and Clean Water State Revolving Fund load CWSRF 097
EST. COMPLETION: Construction July 2024
$8,626,664 Insp. $488,225
PROJECT STATUS: Construction 98% — Dewater $412,400 DO $102,481.25
RFP process complete and project awarded to HDR for design and future construction professional services. Design kick off meeting between NMENV, HDR and City was held on 12.16.2020. Council awarded project 3.10.22 and ok to seek additional principal $3,915,000, subsidy of $285,000 for total loan package of $9,700,000 at 0.05% interest. Preconstruction conference held 4.12.22.Dissolved oxygen upgrades operational on January 4, 2023. Primary pumps replacements were started up 10.21.23. Pre-fab building was erected the week of 9/19. Contractor working on screw press start up troubleshooting. Equipment manufacturer returning 11/10 for additional troubleshooting

Rehab Country Club Reservoirs — **Water Trust Board Grant/Loan**
SCOPE: Repair and rehabilitate two 7.5 million gallon reservoirs located on West Country Club Rd
BUDGET: WTB Grant (45%) $3,600,000 — **Awarded to TMI Coatings**
WTB Loan (55%) $4,400,000 — **Project started**
Other $0
Total $8,000,000
FUNDING SOURCE: Federal Grant & City Match
EST. COMPLETION: 1/31/2026
PROJECT STATUS: 59%
A Water Trust Board application was submitted and a letter of award received. City to submit "Readiness" package to be reviewed by DFA and then an agreement can be issued. Design complete, project awarded to TMI Coatings Inc. Pre-Construction meeting scheduled for 12/4/2024. Project started, South Reservoir drained, rehab work has begun. Scheduled completion first week of December.

Replace RAC Lift Station
SCOPE: Design replacement lift station for RAC lift station located on Hobson Rd. — **Project awarded**
BUDGET: $3,003,307 Construction
FUNDING SOURCE: LEDA Grant
EST. COMPLETION: 9/1/2026
PROJECT STATUS: 0% Construction
Design project for replacement of the Roswell Air Center lift station located on Hobson Rd. RFQ will be prepared and quotes solicited from engineering on-call vendors. Estimated construction cost $2,500,000. Recommended award to FNI. Kick off meeting held 1/14/2025. Design complete. Due to deteriorating conditon of lift station, emergency procurement utilized, materials ordered.

RAC Water Line Phase 2 — **Awarded to White Cloud Pipeline** **Project started 10/14**
SCOPE: Water service extension to SE area of RAC.
Project resumed, work in progress
BUDGET: $1,471,041
FUNDING SOURCE: State appropriation
EST. COMPLETION: 12/30/2025
PROJECT STATUS: 82%
Project awarded to White Cloud Pipeline, construction pending material delivery. Pre-construction meeting held 9/18/2024. Contractor pulled off for emergency water line flood repairs. Contractor has resumed work, in progress

RAC Sewer Extension — **Project awarded**
SCOPE: Sewer service extension to SE area of RAC.
BUDGET: $3,274,145 Construction
FUNDING SOURCE: LEDA Grant
EST. COMPLETION: 9/1/2026
PROJECT STATUS: 0% Construction
Project design awarded to HDR, project out to bid. Construction awarded to Enviroworks, LLC. Pre-construction meeting held 9/10/2025. Project start date 10/13/2025.

36" Waterline Project - N. Montana — **Replace existing 36" concrete pipe** **Design to support funding application**
SCOPE: Replace existing 36" water line from 19th to 8th on N. Montana
BUDGET: Potential Funding Application
FUNDING SOURCE:
EST. COMPLETION: Design 12/31/2025
PROJECT STATUS: Design 95%
City Engineering to survey and prepare construction plans to support WTB funding application.

Projects coordinated with Other Departments

Phase III All Inclusive Park - Grant 22-G2779 & 23-H2391
SCOPE: Design and construct All Inclusive Park and amenities — **Project awarded to Abraham's Construction**
BUDGET: Grant Amount — Grant = $342,172.76
FUNDING SOURCE: DFA Grant
EST. COMPLETION: Construction in Summer/Fall 2025
PROJECT STATUS: 0%
This is the 2022 Legislative Grant to help fund Inclusive Park Construction. Bid received 4/8/25, awarded to Abrahams Construction. Pre-Con meeting held 8/7/2025.

Portalnd Loo Design
SCOPE: Design Portland Loo Mainstreet Roswell
BUDGET:
FUNDING SOURCE: N/A
EST. COMPLETION:
PROJECT STATUS: Design 50%
Updated quote requested from Portalnd Loo manufacturer for double installation

Stiles Park Improvements - Grant 24-I2884 — **In progress**
SCOPE: Design and construct restroom and scoreboard improvements Stiles Field
BUDGET: Grant Amount — Grant = $500,000
FUNDING SOURCE: DFA Grant
EST. COMPLETION: Construction in Spring/Summer 2025
PROJECT STATUS: 8%
Quotes requested from possible scoreboard vendors utilizing price agreements. PO in progress for scoreboard replacement. Facilities department compiled list of materials for bathroom rehab. Scoreboards replaced, materials delivered for bathroom rehab. Roof repair completed, A/C replacement in progess.

Noon Op Park Lighting - Grant 24-I2881 — **Quotes requested** **Awarded to J&G Electric** **Project Complete!**
SCOPE: Design and construct lighting improvements Noon Op Park
BUDGET: Grant Amount — Grant = $640,000
FUNDING SOURCE: DFA Grant
EST. COMPLETION: Construction in Spring/Summer 2025
PROJECT STATUS: 100%
Quotes requested from possible lighting vendors utilizing price agreements. Awarded to J&G Electric, materials have been delivered, contruction in progress

FY 25 - Mill/Fill Pavement Maintenance Residential Streets — **$1.5 million approved for budget FY 25** **Advertised 7/7/2024 open bids 8/13/2024.** **Project Complete!**
SCOPE: Mill/Fill Various Residential Streets
BUDGET: $ 1,500,000
FUNDING SOURCE: 100% City funds
EST. COMPLETION: Fall 2024
PROJECT STATUS: 100%
Streets selected by using Pavement Condition Survey and field review by Streets & City Engineer. Recomended award to Constructors, Inc. Requested budget adjustment to $1,661,607.66 total budget for FY 25 Mill/Fill. Project started 10/10. Complete!

N. Atkinson Project - Cherry thru College — **Awarded to Constructors $3,335,936.08 Project Complete!**
SCOPE: ADA / Sidewalk & reconstruction of pavement
BUDGET: NMDOT $2,554,550; City $781,386.08
Design — Performed by Engineering Department
Design Survey — Performed by Engineering Department
Construction
FUNDING SOURCE: FY 24 Road Fund for City Portion;
EST. COMPLETION: 8/26/2024 — Start Date - 1/8/2024
PROJECT STATUS: 100%
Project started 1/8/2024. Project Complete!

Spring River/Cielo Grande Trail Connections — **Design complete** **Project awarded to Constructors, Inc.** **Project Complete!**
SCOPE: Construct a trail connection between the two trails.
BUDGET: $325,000
FUNDING SOURCE: NMDOT $192,240, City $132,760
EST. COMPLETION: 2/28/2025
PROJECT STATUS: 100%
City submitted an application to NMDOT for Recreation Trails Program (RTP) funding in 2021. On April 28, 2022, the NMDOT selected this project as one of the statewide selected projects. This will be part of FY 24 budget. City Engineering will advertise, bid and perform construction management of project. City performed 30% plan review with NMDOT on July 12, 2023. NMDOT has required City to do Cultural and Biological review of the proposed trail even though on existing right of way and trail also on the Old Municipal Airport property and to use one of the existing runways. Environmental clearance recieved 12/27/2023. Project out to bid, bids due back 10/8/2024. Reccomend award to Construcors, Inc. Project started 1/22/25, complete!

Hobbs St Mill/Fill — **NMDOT Highway Commission should announce selections** **At it's August 24 2023 meeting** **Awarded to Constructors Inc.** **Project Complete!**
SCOPE: Mill/Fill and ADA Improvements Hobbs St from SE Main to Sunset.
BUDGET: $2,410,000
FUNDING SOURCE: NMDOT 95%; City 5%
EST. COMPLETION: 11/22/2024
PROJECT STATUS: 100%
City has submitted three project applications: Hobbs Mill/Fill, Sidewalk - Sunset to SE Main $2,410,000; 2nd St. Pavement Maintenance - Sunset to East City Limits $1,520,000; S. Atkinson Pavement Maintenance - Brasher to McGaffey $845,000. Hobbs project is currently out to bid. Reccomend award to Constructors Inc. for $2,346,349.54. Project start date 7/15/2024. Project Complete!

Safe Streets For All Action Plan - Federal Safety Grant Planning Money — **RFP was advertised 8.20.2023 received Proposals 10.10.2023** **Awarded to Freese & Nichols, Inc.** **Project Complete!**
SCOPE: A city wide Safety Action Plan to reduce roadway death and injuries. From an approved plan, City can apply for construction funds
BUDGET: Federal Grant $520,000
City Match $130,000
Other $0
Total $650,000
FUNDING SOURCE: Federal Grant & City Match
EST. COMPLETION: 2/28/2025
PROJECT STATUS: 100%
A city wide Safety Action Plan to reduce roadway death and injuries. From an approved plan, City can apply for construction funds. Federal funding requires an RFP be solicited utilizing Federal procurement standards. Received proposals 10/10/23, awarded to FNI for $500,000 plus GRT. Steering Committee established. Pulic input survey is open. Draft Interim Report approved by FHWA. Project complete, working on implementation application and City website updates

4-Lane Country Club - Sycamore to Montana — **Design Complete**
SCOPE: Build a 4-lane, storm drain and urban typical section with sidewalk and lights.
BUDGET: Feasibility/Drainage $48,251 Completed FY 22 budget
Design/Plans **$256,527** — **FXSA Engineer's Estimate $5,900,000**
Right of Way
Construction — City Engineer's SWAG = $4.5 million
FUNDING SOURCE:
EST. COMPLETION:
PROJECT STATUS: Design 100%
City Engineer contracted FXSA Engineers to perform feasibility study. Feasibility reports that 4 lane improvements can be constructed within existing right of way available. City Engineering has submitted a FY 24 request to fund the design of the 4 lane improvements. Complete design and plans would give an engineer's estimate and would also allow City to apply for outside funding source and/or City budget planning for construction. Consultant work complete.

Mescalero - La Jolla - Berrendo River Water Crossing — **Awarded 7.13.23 to Smithco Construction $ 1,217,288.90**
SCOPE: Remove failed low water crossing & upgrade with double CBC structure
BUDGET: Survey/Hydrology — **Construction complete!**
Plans/Permits $213,653 BHI — BHI awarded RFQ-23-002 in the amount of $213,652.69 at City Council 10.13.22
Right of Way $0
Construction $1,217,289 Smithco
FUNDING SOURCE: NMDOT $1,723,000
EST. COMPLETION: Contractor can not commence until October 1, 2023, at the end of monsoon season, per NMED request.
PROJECT STATUS: 100% Complete
Govenor Michelle Lujan Grisham committed $1.7 million for project. City Engineer submitted scope of work and engineers estimate to NMDOT for preparation of an agreement. All State Agencies and Corps of Engineers have approved the design/plans. Open bids June 2023, award by Council July 2023, planned start date 11/6/2023. Project in progress. Project completed!

Spring River Trail Rehab Phase 2 — **Re-Bid completed, awarded to Constructors, Inc.** **Work to begin April 2024** **Project Complete**
SCOPE: Pavement trail repairs, pavement overlay, ADA ramps
BUDGET: $236,000
FUNDING SOURCE: NMDOT $201,638, City $34,362
EST. COMPLETION: — Engineering to prepare plans in-house.
PROJECT STATUS: 100%
City submitted an application to NMDOT for Recreation Trails Program (RTP) funding in 2021. On April 28, 2022, the NMDOT selected this project as one of the statewide selected projects. Design is 100%, Engineering coordinated with NMDOT for federally funded design protocol. City met with NMDOT on February 21, 2023. NMDOT performed a field site visit for March 8, 2023 to walk the project, and requested plan revisions. Final plan PSE review with NMDOT scheduled for June 5, 2023. Only 1 bid received on 9.12.23, 50% over budget. This project to be re-bid. Re-bid completed, 2 bids recieved. Awarded to Constructors, Inc. planned start date 4/15/24. Project complete!

4 - Lane N. Montana & W. Berrendo — **Unfunded project**
SCOPE: Build 4-lane, storm drain and urban typical section with sidewalk and lights.
BUDGET: TBD
FUNDING SOURCE:
EST. COMPLETION:
PROJECT STATUS: Design 1%
In 2015 corridor design completed to construct 4-lane with drainage on N. Montana from Country Club to Berrendo and also to construct 4-lane of W. Berrendo from N. Montana to N. Main (US 285). This will require right of way acquisition on west side of Mescalero and also on north side of Berrendo. Current estimates without right of way acquisition: Montana $6.5 million, Berrendo $5.5 million

Bland/Atkinson Turning Lane — **On Hold**
SCOPE: Build turn lane EBL traffic from S. Atkinson
BUDGET: Estimated cost $100K
FUNDING SOURCE:
EST. COMPLETION:
PROJECT STATUS: Design Complete
This NBL to Bland turning lane could never be constructed due to XCEL power poles. In 2019 a pole was damaged and as such, City requested that power pole be relocated to allow future constrution of turning lane. Design is complete and awaiting funding. Will be requested in future budget cycle.

Habitat For Humanity Subdivision Development — **On Hold**
SCOPE: Construct cul-de-sac for Humanity Way Court
BUDGET: Estimated cost $180K
FUNDING SOURCE: Capital Improvement
EST. COMPLETION: Unknown until funded
PROJECT STATUS: Design Complete
The City created a subdivision in 2018 for low income housing. As owner/developer the City needs to construct the cul-de-sac. This to be requested in future budget cycles.

McGaffey - Atkinson to Garden — **On hold -**
SCOPE: ADA/Sidewalk - Mill & Fill — 2800 LF — 13500 SY
BUDGET: Estimated $1.3 million — 3" Mill & Fill only = $459K
FUNDING SOURCE: Submitted on 2020 Legislative ICIP
EST. COMPLETION:
PROJECT STATUS:
Project is on the year 1 Pavement Condition List. No activity
Project on hold due to lack of funding.

McGaffey - Main to Garden — **On hold**
SCOPE: ADA/Sidewalk - Mill & Fill — 2500 LF — 12000 SY
BUDGET: Estimated $1.3 million — 3" Mill & Fill only = $408K
FUNDING SOURCE: Submitted on 2020 Legislative ICIP, unsuccesful at Legislature.
EST. COMPLETION:
PROJECT STATUS:
Project is on the year 1 Pavement Condition List. No activity

N. Garden Bridge II - Roswell Livestock Auction — **Project Complete!**
SCOPE: Remove and replace bridge - roadway approaches from Cherry north to Spring River bridge
BUDGET: Engr. Estimate $1,000,000 — Requested FY 22
FUNDING SOURCE: 2021 Legislative Grant $889,000 — **Awarded to Abraham's Construction $1,071,293.68**
EST. COMPLETION: 1.31.2024 — City Funds Required $182,293.68
PROJECT STATUS: 100%
City Engineering Department to survey, design, bid and construction management in-house. Bids were received on 9.13.22. The bids were considerably higher than anticipated. City Council rejected 1st bids 10.13.22, Rebid award January 12, 2023 City Council. Contractor has order rebar, steel, casing and bridge railing for project. Current supply chain delayed materials. Pre-construction conference held June 21, 2023. Detour & removals began 7.12.23. CBC structure completed 10/6/2023, sidewalk and drivepads complete, paving complete. Guardrail scheduled for week of 1/22/24. Project Complete.

Street Improvements - Legislative Grand 22- G3131 — **Awarded to Constructors Inc.** **Project Complete!**
SCOPE: Mill and Fill Garden - Cherry to 19th (excluding two bridge projects termini)
BUDGET: Survey/Hydrology $0
Plans/Permits $0
Right of Way $0
Construction $360,000
FUNDING SOURCE: Legislative Grant 22- G3131 -$360,00
EST. COMPLETION: 12/29/2023
PROJECT STATUS: 100%
Engineering Department in house design and construction management. Current schedule is to advertise February 2023, open Bids March 2023. Termini is Garden Ave. from Cherry north to College, budget permitting. This funding will be used to perform pavement maintenance on Garden from Cherry to Spring River Bridge, where the scope of work for N. Garden Bridge 2 has been revised due to inflation and lack of budget. Project complete except from Petro to College Blvd. Paving has to await City Water Maintenance & Transmission to replace waterline from Petro to College. Project completed.

FY 24 - Mill/Fill Pavement Maintenance Collector Streets — **$1.5 million approved for budget FY 24** **Design complete, project is out to bid** **Start date 5/13**
SCOPE: Mill/Fill Various Collector Streets
BUDGET: Estimated $ 1,500,000
FUNDING SOURCE: 100% City Funds
EST. COMPLETION: 6/1/2024
PROJECT STATUS: 0%
Streets to be selected by using Pavement Condition Survey and field review by Streets & City Engineer. Plans complete, project is out to bid. Recommend award to Constructors Inc for $1,208,632.57.

NMDOT FY 25 - TPF Funds - Call For Projects — **NMDOT Highway Commission should announce selections**
SCOPE: City of Roswell has submitted three applications - — **At it's August 24 2023 meeting**
BUDGET: $0
FUNDING SOURC NMDOT 95%; City 5%
EST. COMPLETION:
PROJECT STATUS 0%
City has submitted three project applications: 2nd St. Pavement Maintenance - Sunset to East City Limits $1,520,000; S. Atkinson Pavement Maint. - $460,000; S. Atkinson Mill & Fill - $1,350,000

Manhole Rehab Project 2022 & 2023 — **Project on hold due to funding.**
SCOPE: Rehabilitate 48 existing sewer manhole
BUDGET: Original budgeted $ 250,000 — Bid Amount
FUNDING SOURCE: No budget
EST. COMPLETION: Unknown
PROJECT STATUS: 0%
City has suspended Manhole Rehab Project since FY 22 budget.

Cielo Grande All Inclusive Park - Grant 20-E2504 — **Began work February 22, 2023 - Completed July 25, 2023. (NMED Inspection)**
SCOPE: Design and construct All Inclusive Park and amenities
BUDGET: Grant Amount — Grant = $1,461,000
Design Services Grant $162,891.25 — Notice Obligation # 1 Grant 20-E2504
Const. Bid $1,691,700.17
Grant Share Const. $1,298,108.75 — Notice Obligation #2 Grant 20-E2504
City Share $393,591.42
FUNDING SOURCE: DFA Grant & City Funds possible
EST. COMPLETION: Completed 7.24.23
PROJECT STATUS: 100%
Awarded to Lone Mountain Contracting Inc. from Bosque Farms NM on April 14, 2022. Contractor has ordered parts since April 2022. Pre-construction conference held May 25, 2022. Contractor working satisfactorily. Soft opening began 7.25.23. 1 Year Warranty period commenced. Engineering performing internal audit & close out process.

Cielo Grande Baseball Fields Complex - Grant 20-E2503 — **Water line expansion project awarded to White Cloud Pipeline** **Water line work completion is 8.14.23**
SCOPE: Design and construct baseball field complex
BUDGET: Grant Amount $ 850,000
Design Services $ 434,227 — BHI - Master concept plan
Const. Bid $ 415,773 — White Cloud - water line
Other
Total Cost $ 850,000
FUNDING SOURCE: DFA Grant & City Funds possible
EST. COMPLETION:
PROJECT STATUS: Water Line completed 8.24.23 — **Work began 3.6.2023**
Draft Master Plan Complete - presentation scheduled for Infrastructure 1.24.2022. Project funding reminder scheduled for July 25, 2022 Infrastructure Committee. Waterline portion advertised for bids 3.26.23, to open bids 4.11.23. Project awarded to White Cloud Pipeline - anticipated work is from June 2023 through September 2023. Preconstruction held June 22, 2023. Water line work began June 26, 2023, completed 8.24.23

S. Virginia Park (former Chisum School Location) — Legislative Grant of $400,000 — **Project handed over to Parks Dept. 9.8.23**
SCOPE: Build new neighborhood park
BUDGET: $ 59,158 Ordered — Playground Equip. — Current construction cost = $599,699
$ 340,842 — Balance Available
FUNDING SOURCE: Legislative Grant
EST. COMPLETION: 9/30/2023
PROJECT STATUS: 100%
Public Input meeting held August 24, 2021, 4pm at site location. Design is complete but full project is closer to $800 K. City Council to decide on project direction. To be presented to May Infrastructure & General Services Committees to go to June 2022 City Council. Full design construction cost estimate = $810,308. Awarded to Constructors on 10.13.22 - Base Bid plus Added Alternate 3 - Basketball Court. Pre-construction conference held December 8, 2022., Work started March 8, 2023. Project encountered issues with irrigation plan design and also parking area. City rejected some concrete work for full removal and replacement. Project successfully completed and handed over to Parks & Recreation on September 8, 2023

Cielo Grande Skate Park — **Awarded to BHI**
SCOPE: Design and build new skate park at Cielo Grande
BUDGET: Original budgeted $ 450,000
FUNDING SOURCE: City applied for FY 24 Quality of Life Grant for design funds in the amount of $450,000
EST. COMPLETION: 6/30/2024
PROJECT STATUS: Design 20%
City of Roswell applied for and received FY 2024 Quality of Life Grant funds to begin design process for new skate park facility.
RFQ issued, design awarded to BHI.

BUDGET

Total Budget:	$	212,240.00
Total Encumbrance:	$	(212,240.00)

BUDGET

Total Budget:	$	105,000.00
Total Encumbrance:	$	(105,000.00)

48" Waterline Project COMPLETE
SCOPE: Replace 4,500' of 48" Waterline on Country club Rd.

Union Avenue - 19th to Country Club COMPLETE
SCOPE: Pavement Rehab

RIAC North Water Line - ITB-18-002 - PROJECT COMPLETE
SCOPE: New 14" water in NW portion of RIAC
EST. COMPLETION: June 2016
PROJECT STATUS: Admin Phase I 100%
Design 100%
PROJECT SCHEDULE: October 6, 2013 to June 30, 2016
EST. COMPLETION: January 2016
PROJECT STATUS: Admin Phase I 100%
EST. COMPLETION: December 2015
PHOTOS
PROJECT STATUS: Admin Phase I 100%
EST. COMPLETION: December 2015
PHOTOS
PROJECT STATUS: Admin Phase I 100%

PROJECT SCHEDULE: September 9, 2014 – June 30, 2018
EST. COMPLETION: November 2015
PROJECT STATUS: Admin Phase I 100%

PROJECT SCHEDULE: September 9, 2014 to June 30, 2018
EST. COMPLETION: July 2016
PROJECT STATUS: Admin Phase I 100%
EST. COMPLETION: July 2016
PHOTOS
PROJECT STATUS: Admin Phase I 100%

Convention Center Parking Lot:
SCOPE: Design and construct parking lot addition at Convention Center.
PROJECT COMPLETION:
Library Roof Replacement 100%
BUDGET:

Total Budget:	$	101,301.00
Total Encumbrance:	$	101,017.91
Total Change Orders:	$	-

Museum Bridge:
SCOPE: Design and construct superstructure for museum pedestrian bridge.
BUDGET: $ 330,000

WWTP Headworks:
SCOPE: Replace entrance pumps, repair SCADA system, and other improvements at Wastewater Treatment Plant.
BUDGET: $ 2,800,000

Remote Read Water Meters Audit:
SCOPE: Perform Remote Water Meter Investment Grade Audit (IGA)
BUDGET: $ -
S. Sunset from Hobbs to Poe $ 1,705,028.00
Union and Washington from Hobbs to Poe $ 1,382,000.00
PROJECT SCHEDULE: October 3, 2013 to June 30, 2017
EST. COMPLETION: December 2017
PROJECT STATUS: Admin Phase I 100%
**Ghant Chart Data Sheet* Design 100% 3/27/15 HOLD @ 95%
PHOTOS
PROJECT STATUS: Admin Phase I 100%

N. Main Project (Berrendo to Pine Lodge) Project is COMPLETE
SCOPE: Mil-Inlay & ADA

North Union - 2nd to 8th Project is COMPLETE
SCOPE: Pavement Rehab & ADA

McGaffey Avenue - ADA Improvements Project is COMPLETE
SCOPE: ADA Improvements

McGaffey Mill & Fill ITB 17-016 PROJECT COMPLETE
SCOPE: Mill & Fill McGaffey

5th Street Alley Sewer ITB 17-017 PROJECT COMPLETE
SCOPE: Remove & Replace a section of sewer in the alley of 5th street
PHOTOS
PROJECT STATUS: Admin Phase I 100%

Convention Center Bricks ITB 17-015 - PROJECT COMPLETE
SCOPE: Reconstruct the Spring River Paver Memorial
BUDGET: $ 123,681
FUNDING SOURCE: 2017 Capital Projects
EST. COMPLETION: 2/28/2018
PROJECT COMPLETION: 100%
PROJECT COMPLETE

Roswell Roads Improvements A2551 COMPLETED
SCOPE: Continue the Improvements to Washington and Union
ESTIMATED COST: $ 300,000.00
FUNDING SOURCE: DFA Grant Capital Outlay
BUDGET

Total Budget:	$	300,000.00
Total Encumbrance:	$	(300,000.00)
Total Change Orders:	$	-
Current Balance:	$	-

PROJECT COMPLETION: 100%
EST. COMPLETION: Completed
Project Completed and Grant reimbursement received.
PROJECT STATUS:

Montana Street Realignment COMPLETED
SCOPE: Takeout 90 Degree "S" curve and soften the curve to make street safe prior to opening of Roswell Recreation Center.
BUDGET: $ 411,544 (Final Cost)
FUNDING SOURCE: Unknown
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Project is complete.

ITB-18-007 S. Union & S. Washington COMPLETED
SCOPE: Mill & Fill / Sidewalk
BUDGET: $ 1,316,456 (Final Cost)
FUNDING SOURCE: Bond Funds Leveraged with Legislative Funds
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Project complete.

Cemetery Roads 18-C2474 COMPLETED
SCOPE: Phase 3 and Final Phase
BUDGET: $ 150,000
FUNDING SOURCE: DFA Grant Capital Outlay
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Project completed. Awaiting reimbursements from DFA.
Work completed, W. College waterline is continuous.

Gayle Street & McGaffey 36" Waterline Repair COMPLETED
SCOPE: Repair 36" pressure ups.
BUDGET: $ 1,125,774
FUNDING SOURCE: Current FY Water Enterprise Fund
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Project complete.

Total Change Orders:	$	-
Current Balance:	$	-

PROJECT SCHEDULE:
EST. COMPLETION: Spring 2018
PROJECT STATUS: Project Completed & closed out

Hot Recycling Pavement Maintenance - FY2019 COMPLETED
SCOPE: Hot recycle existing pavement 2" depth.
BUDGET: $ 600,000
FUNDING SOURCE: Current FY Road Fund
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Scheduled streets; 1) Airport perimeter Road 2) Jaffa St. - Lea to Sunset 3) Sunset - NBL's (North Bound Lanes) only Brasher to Relief Route 4) N. Washington - 19th to Country Club. Work is completed.

Slurry Seal & Micro Surfacing FY2019 COMPLETED
SCOPE: Pavement maintenance overlay
BUDGET: $ 950,000
FUNDING SOURCE: Curent FY Road Fund
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Micro Surfacing completed on "Hot Recycle" Streets. Also, slurry seal in progress in NE Roswell. Project is complete including re-do warranty work.

N. Main Alley Sewer Replacement Project COMPLETED
SCOPE: Replace sewer line in alley east of Main St. from 4th to 10th St.
Cost $ 119,081
FUNDING SOURCE: FY 2019 Sewer Budget
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Awarded to Adame Construction. Project is complete. Engineering going over close out documentation.

Hobbs / Main 42" & 24" Repair COMPLETED
SCOPE: Double line stop & New 42". 24" & 20" Valves
BUDGET: $ 679,770 (Final Cost)
FUNDING SOURCE: FY19 Water Enterprise Fund
EST. COMPLETION: 6/14/2019
PROJECT STATUS: 100%
Project is complete.

S. Sycamore Pavement Rehab COMPLETED
SCOPE: Pavement rehab from Summit St. to Bland Ave in front of Sierra Middle School.
BUDGET: $ 173,804
FUNDING SOURCE: FY19 Capital Engineering
EST. COMPLETION: Completed 7.19.19
PROJECT STATUS: 100%
Awarded to Constructors Inc. by Council on June 13, 2019.

Land Acquisition: On-HOLD
SCOPE: Purchase property as appropriate for future site of a City Services center.
BUDGET: $ 500,000
FUNDING SOURCE: City
EST. COMPLETION: Unknown
PROJECT STATUS: 0%
Funding pulled / Pending Funding Availability

Recreation Center 15-L-1115:
SCOPE Plan, design, repair, improve, and construct the Yucca Recreation Center.
ESTIMATED COST $ 250,000 $ 20,434,7
FUNDING SOURC Capital Outlay City Funds Original Budget
BUDGET:

Total Budget:	$ 20,684,7	$	20,000,000.00
Total Encumbrance:	$ (20,595,		
Total Change Orders:	$ (374,66		
Current Balance:	$ 89,560.6		

PROJECT SCHED September 9, 2014 - (Rec Center Jan 2019) (Aquatics May 2019)
EST. COMPLETIO 5/20/2019
PHOTOS
PROJECT STATUS Admin Phase I 100%
Design 100%
Admin Phase II 100%
Construction 100%
Closeout 90%
Project is majority complete. Doing the closeout process and going through punch list and working out operational issues.

Phase	% Complete
Design RFP	100%
Programming Phase	100%
Schematic Phase	100%
Design Development P	100%
Construction Document	100%
Construction RFP	100%
Construction	100%
Substantial Completion	100%
Project Closeout	95%

Start Date	Duration	Complete	Incomplete	End Date
12/9/2015	79	79	0	2/26/2016
2/26/2016	418	418	0	4/19/2017
4/20/2017	28	28	0	5/18/2017
2/23/2017	119	119	0	6/22/2017
4/6/2017	138	138	0	8/22/2017
8/10/2017	68	68	0	10/17/2017
9/20/2017	602	602	0	5/15/2019
5/15/2019	15	15	0	5/30/2019
5/30/2019	31	29.45	1.55	6/30/2019

Convention Center
SCOPE: Design Remodel Addition Original Budget
BUDGET: $ 8,116,506 $ 7,448,160.00
Encumbrance $ (7,835,797)
FFE $ (250,000)
Change Orders $ (393,503)
Remaining Bal $ 30,709
FUNDING SOURCE: Hotel Convention Center Fee & Revenue Bond
EST. COMPLETION: Feb-19
PROJECT COMPLETION: 95%
Project is majority complete. Doing the closeout process and going through punch list and working out operational issues.

Phase	% Complete
Design RFP	100%
Programming Phase	100%
Schematic Phase	100%
Design Development Phase	100%
Construction Documents Phase	100%
Construction RFP	100%
Construction	100%
Substantial Completion	100%
Project Closeout	98%

Start Date	Duration	Complete	Incomplete	End Date
5/24/2016	65	65	0	7/28/2016
9/14/2016	21	21	0	10/5/2016
10/5/2016	107	107	0	1/20/2017
1/23/2017	46	46	0	3/10/2017
3/13/2017	74	74	0	5/26/2017
	73	73	0	
6/12/2017				8/24/2017
8/25/2017	518	518	0	1/25/2019
1/28/2019	3	3	0	1/31/2019
2/1/2019	14	13.72	2.8E-01	2/15/2019

Mescalero Lift Station Project
SCOPE: Replace lift station on E. Mescalero Rd.
BUDGET: $ 160,143
FUNDING SOURCE: FY 2019 Sewer Budget
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Awarded to Adame Construction. Work commence 6/17/19. Project is complete. Engineering going over close out documentation.

N. Main Sewer Repair - ON HOLD
SCOPE: Pipe burst existing sewer line feeding N. Pizza Hut, Classics, Taco Bell North and Shell Gas Station
BUDGET: $ 120,000
FUNDING SOURCE: Unknown
EST. COMPLETION: 1/2020
PROJECT STATUS: 0%
Watching progress of ongoing projects. Possibly pool and capture any savings from projects.

Remote Read Water Meters:
SCOPE: Upgrade meter reading system.
BUDGET: $ 19,853,557
FUNDING SOURCE: Joint Utility Revenue Bond Ordinance 16-22
EST. COMPLETION: 5/2019
PROJECT COMPLETION: 95%
Subtaintial Completion has been signed and issued. We will not accept final completion until 98% collection is reached with a combination of Network and Drive by Collection. ITRON will puchase and installed 5 additional CGR's (Collection Routers) The current anticipated completion is 1/2020. Dashboard is currently working on a version to work with TYLER once the conversion is made. This will make a much smoother transition for operations.

Phase	% Complete
1st Meter Order	100%
Network Installation	98%
Pilot Meter Installation	100%
Troubleshooting	98%
2nd Material Order	100%
Ramp-up Installation	100%
Production Installation	100%
3rd Material Order	100%
Final Material Order	100%
Ramp-Down Production Install	100%
Cleanup / Punch List	95%
Close-Out	0%

Start Date	Duration	Complete	Incomplete	End Date
	84	84	0	
2/24/2017	84	84	0	5/19/2017
3/20/2017	40	39.2	0.8	4/29/2017
5/20/2017	30	30	0	6/19/2017
6/19/2017	31	30.38	0.62	7/20/2017
6/1/2017	84	84	0	8/24/2017
	30	30	0	
6/22/2017				7/22/2017
7/22/2017	230	230	0	3/9/2018
8/24/2017	84	84	0	11/16/2017
1/1/2018	303	303	0	10/31/2018
10/31/2018	121	121	0	3/1/2019
3/1/2019	61	57.95	3.05	5/1/2019
5/1/2019	19	0	19	5/20/2019

WWTP Safety Upgrades
SCOPE: Various safety improvements at the WWTP
BUDGET: $ 852,733
FUNDING SOURCE: FY 2018 Budget
EST. COMPLETION: 10/31/2019
PROJECT STATUS: 100%
Design by HDR. Contractor Bids open 3/13. Bid came in too high, all bids rejected. Rebid awarded to Roads Construction on 6/14/18. Rhoads commenced on 10/22/2018. Contractor completed work 10.30.2019

Hobbs St - Main to Union
SCOPE: Pavement Rehab
BUDGET:
FUNDING SOURCE: FY2020
EST. COMPLETION: -
PROJECT STATUS: 0%
Project is in the cue by engineering department and is next in-line after S. Union & Washington project. **Project funding unknown.**

Micro-surfacing Residential Streets FY 20 Work to be requested againg FY 21
SCOPE Micro-surface - remaining portion NE Roswell and begin Historical district
BUDGET: 0
FUNDING SOURC Road Fund, FY 20 **Road Fund Budget not funded as requested**
EST. COMPLETIO 43769
PROJECT STATUS 0
Road Fund expense line item 4020 requested $1,192,163 for this work. This line item cut by $1.4 million from preliminary budget to final budget.

Roswell Air Center Repairs
SCOPE: Repair Partial Roof of Dean Baldwin
ESTIMATED COST: $ 5,600,000.00
FUNDING SOURCE: DFA Grant Funds, City, State & Federal
BUDGET

Total Budget:	$	5,600,000.00
Total Encumbrance:	$	4,533,000.00
Total Change Orders:	$	-
Current Balance:	$	1,067,000.00

PROJECT SCHEDULE: Unknown
EST. COMPLETION: 11/20/2019
PROJECT STATUS: Kazal 1st line of attack will be the replacement of the 16" water trunk line which will take about 60 days. This will be planned to start towards the end of February. Plans are being made to allow D/B to keep working as work is commencing. **Kazal's current schedule shows completion 11/20/2019**. Kazal is generating the system design. Roofing Complete waiting on Warranty. ***Kazal's Schedule pushed to 2/2020.*** The five large roof vents are being manufactured and fabrication expected to complete end of January, 2020. Project is in closeout.

RIAC Terminal Restaurant & Bar
SCOPE: Remodel Previoius Museum Space to a Bar Space and Mild Restaurant Upgrade
ESTIMATED COST: $ 164,645.00
FUNDING SOURCE: FY19 RIAC Operations Budget
BUDGET

Total Budget:	$	164,645.00
Total Encumbrance:	$	-
Total Change Orders:	$	-
Current Balance:	$	164,645.00

PROJECT SCHEDULE: 7/20/2019
PROJECT COMPLETION: 10%
PROJECT STATUS: Had discussions with Holloway to get them back on board. Received drawings and reviewing and will conduct site visit 1/25/2019. Revised design submitted to contractor and design. Waiting on updated drawings and quote. Estimated Completion 7/2019. **Contractor Estimate = $260,535.31 (5/2/2019) Contractor has begun construction.** Estimated completion date is the first week in December. Project complete.

Entryway Signs:
SCOPE: Plan, design, and install 5 entryway signs.
ESTIMATED COST: $ 600,000
FUNDING SOURCE: Lodger's Tax
BUDGET:

Total Budget:	$	600,000.00
Total Encumbrance:	$	323,864.00
Total Change Orders:	$	7,959.69
Current Balance:	$	268,176.31

EST. COMPLETION: December 2016
PHOTOS
PROJECT COMPLETION: 80%
PO issued 11/30/15. Final designs being considered at 3/3/16 Finance Committee. Design approval at the April 14th council meeting. City has finalized the Change Order and the process has begun. Currently in Fabrication (Production). Install Planned to start seek of 4/17/17. Install Complete of signs. Site work is in process. Issuing Change Order for remaining 2 signs. Awaiting for budget review for final numbers prior to proceeding. EFG is in the process of manufactoring the signs. Bill Morris is working out the locations with DOT. Fabrication is in process. . Coordination with GC has begun. Installation in progress. Artesia highway sign is complete. Ruidoso highway sign is being repaired and estimated installation of mid December, 2019. Project completed.

Carpenters Park
SCOPE: Splash pad construction
BUDGET: $ 450,000
FUNDING SOURCE: 2019 Legislative Grant
EST. COMPLETION: 12/31/2020
PROJECT STATUS: 0%
Grant agreement executed. Design consultant being researched. Waide Construction has been contacted and is working our a few design options with VORTEX to present. Site desgin meeting was held January 16, 2020.

Veterans Cemetery
SCOPE: Various Improvements
BUDGET: $ 516,000
FUNDING SOURCE: 2019 Legislative Grant
EST. COMPLETION: 12/31/2020
PROJECT STATUS: 0%
Grant agreements executed. Engineering met with Veterans group on 8/19/19 to discuss project scope.
Cost estimates being performed for top 4 items. Facilities met with Huitt-Zollars to discuss design and options. HZ performed site survey and is working on design costs.

CDBG Grant 18-C-NR-I-03-G-14 Boys & Girls Club
SCOPE: Repairs and Upgrades to Boys & Girls Club
ESTIMATED COST: $ 824,883.00

FUNDING SOURCE: Federal Grant & FY19 City Budget
BUDGET

Total Budget:	$ 948,848.00
Total Encumbrance:	$ -
Total Change Orders:	$ -
Current Balance:	$ 948,848.00

PROJECT SCHEDULE: Unknown
PROJECT COMPLETION: 5%
PROJECT STATUS: Budget was updated to $948,848 to match what was submitted with the application. DFA rejected the project with the reduction to only meet our required match. So to prevent delays we increase the City's portion to match the origianl application. Additional funding needed for Fire Alarm system replacement. A&E procured COG has submitted final package. JSH Engineering working on engineering drawings. Engineering 90% complete with civil drawings. Still waiting on JSH doing drawings. Plans and spec book being finalized for review.

Edgewood Small Diameter Waterline Project
SCOPE: Replacement of small diameter waterlines in the Edgewood Neighborhood.
Current Cost. $ 1,554,675 Final Cost
FUNDING SOURCE: FY 2019 WMT Budget
EST. COMPLETION: 1/30/2020
PROJECT STATUS: 100%
Project is complete and all 36" water line system is operating.

Country Club Reservoirs
SCOPE: Rehabilitate the existing twin 7.5 Million Gallon concrete reservoirs on W. Country Club Rd.
BUDGET: $ 3,500,000 ***Estimated***
FUNDING SOURCE: Central Control Budget? Another Drinking Water Loan?
EST. COMPLETION: **On-Hold**
PROJECT STATUS: 0%
Project needs to be scheduled after construction of RIAC Water Towers.

Pavement Condition Survey
SCOPE: Prepare a pavement assesment and priority listing of roadway projects for entire city.
BUDGET: $ 273,860
FUNDING SOURCE: FY 2019
EST. COMPLETION: 01.15.2020
PROJECT STATUS: 100%
Assessment complete. City needs to spend $5 -$6 million dollars a year to maintain current "D" grade of street pavement conditions. At current rate of $4 million a year or so, Roswell streets will be headed to "F" level failures of street pavement conditions. To get above a D status, the City needs to spend a minimum $9.9 million a year on pavement improvements. This does not include sidewalk or ADA.

Manhole Rehab Project 2019
SCOPE: Rehabilitated 66 sewer manholes
BUDGET: Original budgeted $ 250,000 Final Cost $259,150.38
FUNDING SOURCE: FY19 Sewer Budget
EST. COMPLETION: 2/27/2020
PROJECT STATUS: 100%
Project is completed.

Hot Recycle Pavement FY 20
SCOPE: Hot Recycle Portions of S. Main, N. Washington, W. Alameda, S & N Sycamore
BUDGET: $ 643,305
FUNDING SOURCE: Road Fund, FY 20
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Location of work is N. Washington, Sycamore, Alameda and S. Main.

Micro-surfacing Collector/Arterials FY 20
SCOPE: Micro-surface those streets that were Hot Recycled. Portions of S. Main, N. Washington, W. Alameda, S & N Sycamore
BUDGET: $ 559,604
FUNDING SOURCE: Road Fund, FY 20
EST. COMPLETION: Completed
PROJECT STATUS: 100%
Location of work is N. Washington, Sycamore, Alameda and S. Main.

WWTP Dissolved Oxygen Study
SCOPE: Perform study of effluent at WWTP for oxygen values.
BUDGET: $11,325
FUNDING SOURCE: WWTP FY 20
EST. COMPLETION: Study complete Nov. 2020
PROJECT STATUS: 100%
HDR was consulted to do study. Study indicates that Waste Water Treatment Plant will require modifications to meet new EPA requirements. WWTP is looking over alternatives and will request budget in FY 22

E. 2nd Street - Waterline Replacement Phase I
SCOPE: Replace 4.2 miles of existing 10" AC waterline from Atkinson to the east.
BUDGET: 1603382.76 Bid Cost $1,437,564.42 Final Cost
FUNDING SOURCE: Water Maintenance & Transmission
EST. COMPLETION: 43951
PROJECT STATUS: 1
Project completed, final change order being processed for a savings from bid price. Payment to contractor is pending change order process.

S Main Road Improvements
SCOPE: Various road improvements
BUDGET: $ 1,167,404 Final Amount PO 22001419
FUNDING SOURCE: 2019 Legislative Grant $783,250 & Capital Improvement Funds $151,750, Road Fund $166,175.24
EST. COMPLETION: Completed
PROJECT STATUS: Completed
Project completed and State has reimbursed the City $783,250

Bicycle & Pedestrian Master Plan
SCOPE: Provide guidance for City improvements
BUDGET: $129,000 ($93,984 NMDOT Share) $119,624.21 Final Invoiced Cost
FUNDING SOURCE: FY 20 Budget Capital Improvements
EST. COMPLETION: 04/07/2020 Completed
PROJECT STATUS: 100%
Plan complete. Pending budget to move forward with any impletation.

5th St. Sewer - Phase II -
SCOPE: Replace existing 8" sewer in easement between E 5th St & Morningside
BUDGET: $161,744.56 Awarded Amount. Final total cost was $157,102.77
FUNDING SOURCE: Sewer Fund FY 20
EST. COMPLETION: Completed
PROJECT STATUS: Completed
Engineering Dept. - in house design and construction inspection & management.
Project complete and interal audit complete and closed out.

Garden Bridge:
SCOPE: Replace bridge on Garden Ave.
BUDGET: $911237.47 (bid amount) Revised project cost due to extending project = $1,139,436
FUNDING SOURCE: Capital Improvements - PO 22001918
EST. COMPLETION: Completed 11.6.2020
PROJECT STATUS: 100%

Project awarded to Abraham's Construction. Project began January 27, 2020. Engineering performing internal audit of quantities. Final payment to be completed 12.4.20

Country Club/Main Traffic Signal:
SCOPE: Upgrade traffic signals at Country Club and Main. Final cost $528,668.20
BUDGET: $ 750,000 Legis. Grant $712.5K, City $37.5
FUNDING SOURCE: FY 2019 Special Electronics Budget, PO 22002450, $464,926.84
EST. COMPLETION: Opened to traffic October 1, 2020
PROJECT STATUS: 100%
Project complete, audit completed. Reimbursement complete for a total reimbursement of $500,334.79

S. Atkinson Project - McGaffey to 2nd Street
SCOPE: ADA / Sidewalk & Mill & Fill of pavement
BUDGET: $1,451,732 ($990,000 NMDOT Share) Final Cost = $1,292,850.40
FUNDING SOURCE: FY 2019 Budget NMDOT Reimbursements $990,000
EST. COMPLETION: Work in Dec. 2019 was completd
PROJECT STATUS: Completed
Project completed and NMDOT audit and close out accepted.

FY 21 - Hot Recycling & Micro-surfacing Pavement Maintenance **PO approved by Council on 12.10.2020**
SCOPE: Hot Recycle & Micro-surfacing of various streets
BUDGET: Estimated $699,706.77 - Hot Recycling only, hot recycled areas to be Micro-Surfaced, Estimated $513,418.64
FUNDING SOURCE: City Road Fund
EST. COMPLETION: 5/7/2021
PROJECT STATUS: Project ready to go, need verified funding PO 2210103 $478,320.23 for micro surfacing
Streets have been selected by using Pavement Condition Survey and field review by Streets & City Engineer. Hot recycling began March 15, 2021, and completed March 31, 2021. Micro-surfacing began March 30 & completed April 15, 2021. Streets included : 1. W. Poe from Main to Sunset, 2. S. Garden from Marker to McGaffey, 3. E. Mescalero from Garden to Atkinson 4. W 19th from Main to Union 5. N. Union from 19th to College, 5. S Union - from 2nd to McGaffey

FY 21 - Only Micro-surfacing Pavement Maintenance **No Work FY 21**
SCOPE: Only Micro-surfacing of various streets
BUDGET: Estimated $ 249,512
FUNDING SOURCE: City Road Fund
EST. COMPLETION: 5/30/2021
PROJECT STATUS: Project ready to go, need verified funding
Streets have been selected by using Pavement Condition Survey and field review by Streets & City Engineer. This work to be resubmitted for budget year FY 22.

FY 21 - Nova Chip Pavement Maintenance **NO WORK DONE FY 21**
SCOPE: Place Nova-Chip pavement maintenance lift (plant mix wearing course) - Portions of N. Atkinson
BUDGET: Estimated $ 445,197
FUNDING SOURCE: City Road Fund
EST. COMPLETION: 5/30/2021
PROJECT STATUS:
This work to be resubmitted for budget year FY 22. This is N. Atkinson that has already been crack sealed by Streets Department.

FY 21 - Mill & Fill Pavement Rehab **NO WORK DONE FY 21**
SCOPE: Mill and fill 3" depth of existing streets. Portions of Sunset, N. Garden and S. Washington
BUDGET: Estimated $ 2,365,572
FUNDING SOURCE: Engineering Capital Improvement Fund
EST. COMPLETION: Awaiting Funding
PROJECT STATUS:
Streets have been selected by using Pavement Condition Survey and field review by Streets & City Engineer. This project is to address pavement condition only. These locations will not have any sidewalk/ADA improvements. This work to be resubmitted for budget year FY 22.

Manhole Rehab Project 2020
SCOPE: Rehabilitate 53 sewer manholes.
BUDGET: $204,343.03 award amount Final Cost - $202,294.19
FUNDING SOURCE: FY 21 Budget
EST. COMPLETION: Completed Feb 2021
PROJECT STATUS: Project is Complete
Engineering Department in house design and construction inspection and management.

Contract work by Corrosion Resistant Coatings

N. Main - Pavement Maintenance - COOP **PO Approved by Council 12.10.2020**
Agreement with NMDOT approved at July 9, 2020 City Council for $215,443
SCOPE: Micro Surface or Nova Chip on Main - Alameda to McGaffey & College to Country Club (Original limits with application)
BUDGET: Estimated Current project funding is $621,789, PO 22101230 Final Invoice = $376,640.75
Current full width Engineer Estimate $621,789, NMDOT $161,582, Recommended City funding $460,207
FUNDING SOURCE:

Current Project Amount $621,789		Current NMDOT agreement
NMDOT Funding	$161,582	Current NMDOT agreement
City Portions	$53,861	Current NMDOT agreement
City additional	$406,346 (Actual $215,058.75)	
NMDOT Additional	$176,229	

EST. COMPLETION: Project Completed March 12, 2021
PROJECT STATUS: PO Approved by Council 12.10.2020

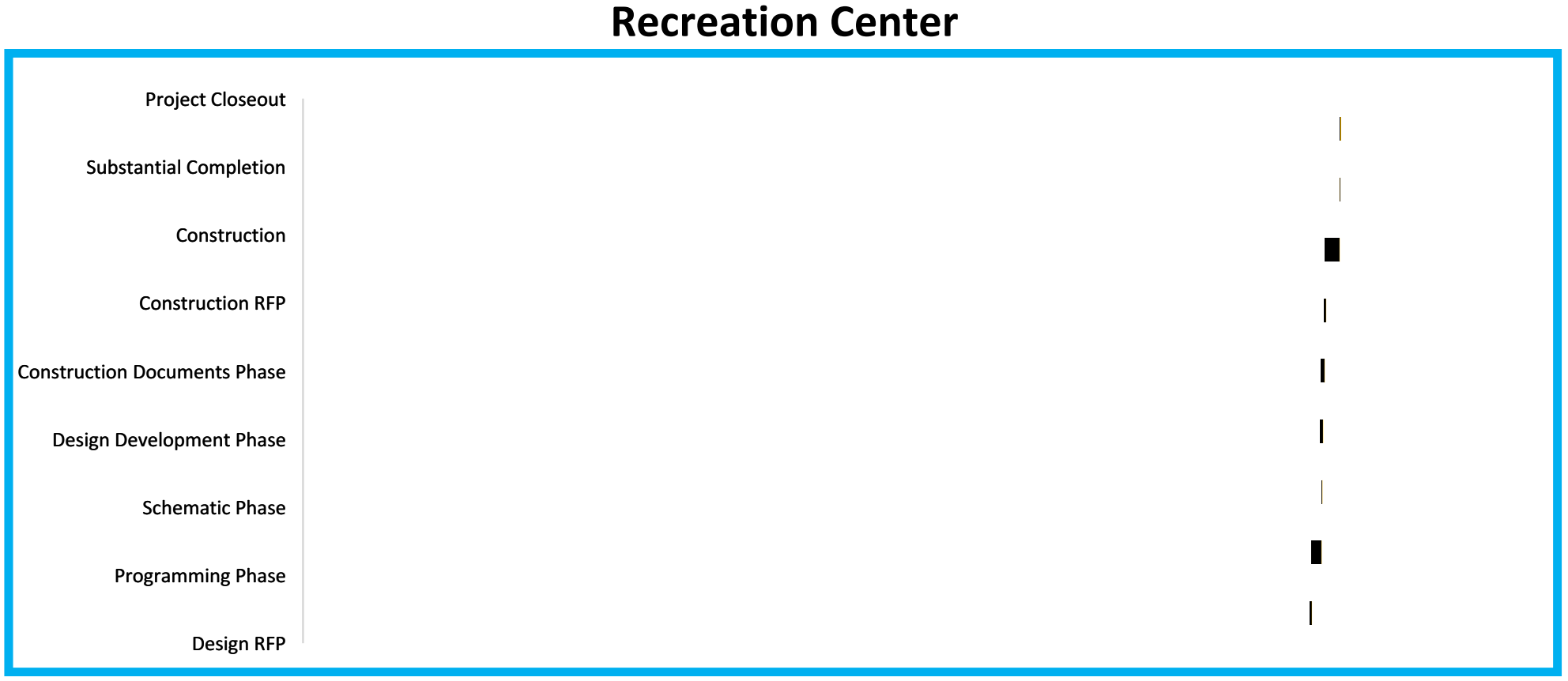
Convention Center



Remote Read Water Meters



Recreation Center



October 2025 Engineering Highlights Report

Community Development Support

Development Reviews
- Washington & Monksdale
- 402 E. Brasher
- 1413 S. Union
- 202 W. Deming

Sewer/Utility Cuts
- 200 E. Mescalero

Property Reviews
- 34 Driftwood
- Bella Piazza alleyway

Driveway, Sidewalk, Fence or Curb Reviews Inspections
- None for October

Zoning Site Reviews:
- None for October

ADA Reviews
- None for October

Traffic/Speed Reviews & Complaints
- 11th & Kentucky

Infrastructure Acceptance
- None for October

Drainage Reviews
- None for October

Street Light Complaints/Concerns
- None for October

October 2025

ANNUAL MAINTENANCE MONTHLY REPORT

ITB-24-005

Location	Work Performed	Sidewalk (yd^2)	Sidewalk (L.F.)	Curb & Gutter (Linear feet)	ADA Detector Plate (per job)	ADA Ramps (per job)	Drive Pad/Fillet (per job)	PCCP (yd^2)	Water Valve Adj. (each)	Manhole Adj. (each)	Manhole Replacement (each)	Structural Concrete (yd^3)	PMBP (tons)	Work order cost
NO FINAL WORK ORDERS PAID THIS MONTH														
		0	0	0	0	0	0	0	0	0	0	0	0	$ -

Sidewalk	SWK
Curb & Gutter	C&G
Valley Gutter	VG

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Non-Action Items 21.

Infrastructure Committee
Meeting Date: 11/17/2025
COMMITTEE: Infrastructure
CONTACT: James MacCornack **CHAIR:** Darrell Johnson

DEPARTMENT NAME:
Department Report - Special Electronics

Attachments
Special Electronics' Monthly Report

SPECIAL ELECTRONICS
MONTHLY REPORT FOR OCTOBER 2025

LOCATES

LOCATES CLEARED: 266

LOCATES MARKED: 1

EMERGENCY LOCATES: 13

CONFRENCE ATTENDED: 1

CALL OUTS

BRASHER & 285 POWER FAILED

BRASHER & S. MAIN FLASH

HOBBS & 285 FLASH

RPD VIDEO

HOBBS & S. MAIN

HOBBS & 285

ALAMEDA & 285

SUMMIT & 285

3RD & 285

4TH & 285

PINE LODGE & 285

POE & 285

MESCALERO & 285

POE & S. MAIN X2

UNION & MCGAFFEY

MAINTAINANCE

INSTALLED NEW WAVETRONIX RADAR DETECTION @ 3RD & 285

REPLACED BATTERIES @ 4TH & 285, BRASHER & 285, 2ND & VIRGINIA, 2ND & PENN. 2ND & UNION

REPLACED GFI'S @ VARIOUS LOCATIONS ON PED LIGHTS FOR CHRISTMAS DECORATIONS

CLEANED CABINETS

TRAINING