

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Richard Allen, Head of Fleet

SUBJECT: Review, Discuss and Possibly Authorize the Purchase Order Agreement utilizing Sourcewell Contract Pricing, for Six (6) Greensmaster Flex 1021 Mowers - 2023/2024 Capital Improvement Project; Fund: Community Services; Division: Golf; Project #Rolling Stock; Vendor: Turf Star Western, in the amount of \$109,404.48. (Requesting Staff Member: Interim Public Works Director Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Capital Planning Multi-Year Capital Planning Policy 12.1.0; Capital Planning Capital Project Budgeting Policy 13.1.0; Capital Expenditures Practice 13.2.0; Purchasing Policy for Goods and Services Policy 20.1.0.

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve a purchase order agreement to Turf Star Western, for six (6) Greensmaster Felx 1021 mowers utilizing Sourcewell Contract Pricing, for the total amount of \$109,404.48.

II. BACKGROUND

This purchase of the Toro Greensmaster Flex 1021 Mowers is part of the FY

23/24 Capital Improvement Program which has been approved by the Board of Trustees. The new equipment will be utilized by Golf Grounds Maintenance at the Championship Golf Course. The Fleet Superintendent has evaluated the various options and determined that the chosen equipment will best serve the District.

The golf grounds maintenance equipment purchases are part of a comprehensive program to replace the maintenance equipment for use at the Championship and Mountain golf courses. This ongoing program replaces daily use equipment on a scheduled cycle identified by maintenance cost records, oil analysis, visual inspection and overall condition. This is a vital link in assuring quality turf and ground conditions at the District golf courses, allowing current Fleet Mechanic staffing levels to provide the service and support needed for operations.

The six (6) Toro Greensmaster Flex 1021 Mowers to be purchased from Turf Star Western, are the replacement of the Toro Greens Mowers #797, #798, #799, #800, #801 and #802 at the Championship Course. The current green mowers are 6-years old and the cutting units have reached the end of their service lives. The existing mowers would require extensive overhaul, component replacement, significant repair downtime and costs to meet the service levels required to maintain the putting greens at the Championship Golf Course. There is currently an inventory of parts for these mowers as other similar units are in service.

III. BID RESULTS

The Department of Treasury launched the Federal Strategic Sourcing Initiative (FSSI) in November 2005, requiring agencies to identify commodities that could be purchased more efficiently through strategic sourcing. FSSI encourages cross-government collaboration and adoption of industry best practices. This allows the government to aggregate requirements; streamline processes; and leverage its buying power. As a result, best value and repeatable processes are created that can be used in any acquisition environment to drive down the cost of commonly purchased commodities.

Sourcewell, (previously NJPA) authorized under the Minnesota State Statute, is a Minnesota-based municipal contracting agency that provides nationally leveraged, competitively solicited and cooperatively shared procurement contracts to its member agencies. They state that they combine the buying power of 50,000 government, education non-profit organizations and they hold hundreds of competitively solicited cooperative contracts. The organization's mission is to assist in meeting the purchasing needs of clients in participating governmental units which could be better provided by the service cooperative than by the members themselves. The equipment proposed for purchase through Sourcewell was competitively solicited pricing and therefore Staff did not independently seek competitive bids.

Turf Star Western has exclusive Sourcewell contract sales rights for equipment brand and model. Consistent with the requirements of NRS 332.115.1.o, the purchase of supplies, materials, equipment or services that are available pursuant to an agreement with a vendor that has entered into an agreement with Soucewell or another federal governmental purchasing agency located within or outside this state are exempt from competitive bidding requirements.

The District received six (6) separate quotes for the mowers. However, these six (6) quotes have been included in one purchase order and is included in Attachment 1.

Description	Turf Star Quote #	Price	FY 23/24 Budget
Greenmaster Flex 1021	638873-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638874-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638875-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638876-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638877-00	\$18,234.08	\$18,500.00
Greenmaster Flex 1021	638878-00	\$18,234.08	\$18,500.00
Totals		\$109,404.48	\$111,000.00

IV. FINANCIAL IMPACT AND BUDGET

Approval of the purchase order agreement with Turf Star Western for the six (6) Toro Greensmaster Flex 1021 Mowers will result in a combined expenditure of \$109,404.48. The funding in support of these purchases is included in the FY23/24 Capital Improvement Budget; Fund: Community Services; Division: Golf; Project #: Rolling Stock;

Replaced equipment will be disposed of through an equipment auction. Although it is impossible to determine the exact revenue that will be generated from the sale, the estimated value of the Toro Green Mowers is \$1,500 each. Revenues from equipment sales are credited to the area where the funds were appropriated for the original equipment purchase.

V. ALTERNATIVES

Defer or eliminate replacing this golf grounds maintenance equipment and incur higher maintenance cost and increased equipment down time or complete loss of equipment usage.

VI. COMMENTS

In conclusion;

1. The six (6) Toro Greensmaster Flex 1021 Mowers, to be purchased from Turf Star Western, are the replacement of the Toro Greens Mowers #797,

#798, #799, #800, #801 and #802.

2. The six (6) greens Toro Greensmaster Flex 1021 Mowers will result in a combined expenditure of \$109,404.48. The funding in support of these purchases is included in the FY23/24 Capital Improvement Budget; Fund: Community Services; Division: Golf; Project #: Rolling Stock.
3. The proposed equipment purchase through Turf Star Western is a purchase through Sourcewell in the amount of \$109,404.48.
4. The proposed purchase is below the planned, budgeted and funded amount by \$1,595.52.
5. The District will be utilizing a purchase order agreement provided by the District legal counsel, which includes the agreement between Sourcewell and Turf Star Western.
6. The purchase agreement between the District and Turf Star Western has been approved by the District Legal Counsel.

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. Equipment Purchase Agreement_Turf Star Western

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustees makes a motion to:

1. Approve a purchase order agreement to Turf Star Western, for six (6) Greensmaster Flex 1021 mowers utilizing Sourcewell Contract Pricing, for the total amount of \$109,404.48.

**INCLINE VILLAGE GENERAL IMPROVEMENT DISTRICT
EQUIPMENT PURCHASE AGREEMENT**

This Equipment Purchase Agreement (“Agreement”) is entered into as of **October 26, 2023**, by and between the Incline Village General Improvement District, a Nevada general improvement district (“District”), and The Toro Company, dba Turf Star, Inc., a Delaware corporation with its principal place of business at 955 Beacon St, Brea, CA 92821 (“Contractor”). District and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

Section 1. DEFINITIONS.

A. “Equipment” means all machinery, equipment, items, parts, materials, labor or other services, including design, engineering and installation services, provided by Contractor as specified in Exhibit “A,” attached hereto and incorporated herein by reference.

B. “Delivery Date(s)” means that date or dates upon which the Equipment is to be delivered to District, ready for approval, testing and/or use as specified in Section 8, Schedule for Delivery.

C. “Solicitation” means the procedure followed, per NRS 332.115 1. (o). Proof of such Solicitation is included as Exhibit “B,” Sourcewell Solicitation Number: RFP #031121, contract with The Toro Company.

Section 2. MATERIALS AND WORKMANSHIP.

When Exhibit “A” specifies machinery, equipment or material by manufacturer, model or trade name, no substitution will be made without District’s written approval. Machinery, equipment or material installed in the Equipment without the approval required by this Section 2 will be deemed to be defective material for purposes of Section 4. Where machinery, equipment or materials are referred to in Exhibit “A” as equal to any particular standard, District will decide the question of equality. When requested by District, Contractor will furnish District with the name of the manufacturer, the performance capabilities and other pertinent information necessary to properly determine the quality and suitability of any machines, equipment and material to be incorporated in the Equipment. Material samples will be submitted at District’s request.

Section 3. INSPECTIONS AND TESTS.

District shall have the right to inspect and/or test the Equipment prior to acceptance. If upon inspection or testing the Equipment or any portion thereof are found to be nonconforming, unsatisfactory, defective, of inferior quality or workmanship, or fail to meet any requirements or specifications contained in Exhibit “A,” then without prejudice to any other rights or remedies, District may reject the Equipment or exercise any of its rights under Section 4.C. The inspection, failure to make inspection, acceptance of goods, or payment for goods shall not impair District’s right to reject nonconforming goods, irrespective of District’s failure to notify Contractor of a rejection of nonconforming goods or revocation of acceptance thereof or to specify with particularity any defect in nonconforming goods after rejection or acceptance thereof.

Section 4. WARRANTY.

A. Contractor warrants that the Equipment will be of merchantable quality and free from defects in design, engineering, material and workmanship for a period of two (2) years, or such longer period as provided by a manufacturer's warranty or set forth in Exhibit "A," from the date of final written acceptance of the Equipment by District as required for final payment under Section 7. Contractor further warrants that any services provided in connection with the Equipment will be performed in a professional and workmanlike manner and in accordance with the highest industry standards.

B. Contractor further warrants that all machinery, equipment or process included in the Equipment will meet the performance requirements and specifications specified in Exhibit "A" and shall be fit for the purpose intended. District's inspection, testing, approval or acceptance of any such machinery, equipment or process will not relieve Contractor of its obligations under this Section 4.B.

C. For any breach of the warranties contained in Section 4.A. and Section 4.B., Contractor will, immediately after receiving notice from District, at the option of District, and at Contractor's own expense and without cost to District:

1. Repair the defective Equipment;
2. Replace the defective Equipment with conforming Equipment, F.O.B. District's plant, office or other location of District where the Equipment was originally performed or delivered; or
3. Repay to District the purchase price of the defective Equipment.

If District selects repair or replacement, any defects will be remedied without cost to District, including but not limited to, the costs of removal, repair and replacement of the defective Equipment, and reinstallation of new Equipment. All such defective Equipment that is so remedied will be similarly warranted as stated above. In addition, Contractor will repair or replace other items of the Equipment which may have been damaged by such defects or the repairing of the same, all at its own expense and without cost to District.

D. Contractor also warrants that the Equipment is free and clear of all liens and encumbrances whatsoever, that Contractor has a good and marketable title to same, and that Contractor owns or has a valid license for all of the proprietary technology and intellectual property incorporated within the Equipment. Contractor agrees to indemnify, defend and hold District harmless against any and all third party claims resulting from the breach or inaccuracy of any of the foregoing warranties.

E. In the event of a breach by Contractor of its obligations under this Section 4, District will not be limited to the remedies set forth in this Section 4, but will have all the rights and remedies permitted by applicable law.

Section 5. PRICES.

Unless expressly provided otherwise, all prices and fees specified in Exhibit “A,” attached hereto and incorporated herein by reference, are firm and shall not be subject to change without the written approval of District. No extra charges of any kind will be allowed unless specifically agreed to in writing by District’s authorized representative. The total price shall include (i) all federal, state and local sales, use, excise, privilege, payroll, occupational and other taxes applicable to the Equipment furnished to District hereunder; and (ii) all charges for packing, freight and transportation to destination. The anticipated complete purchase price for this equipment is **One Hundred Nine Thousand Four Hundred Four Dollars and Forty Eight Cents (\$109,404.48).**

Section 6. CHANGES.

District, at any time, by a written order, and without notice to any surety, may make changes in the Equipment, including but not limited to, District’s requirements and specifications. If such changes affect the cost of the Equipment or time required for its performance, an equitable adjustment will be made in the price or time for performance or both. Any change in the price necessitated by such change will be agreed upon between District and Contractor and such change will be authorized by a change order document signed by District and accepted by Contractor.

Section 7. PAYMENTS.

A. Terms of payment are net thirty (30) days, less any applicable retention, after receipt of final invoice. Final payment shall be made by District after Contractor has satisfied all contractual requirements. Payment of invoices shall not constitute acceptance of Equipment. All invoices shall be sent to Ronnie Rector, Public Works Contracts Administrator, at rlr@ivgid.org.

B. Payments otherwise due may be withheld by District on account of defective Equipment not remedied, liens or other claims filed, reasonable evidence indicating probable filing of liens or other claims, failure of Contractor to make payments properly to its subcontractors or for material or labor, the failure of Contractor to perform any of its other obligations under the Agreement, or to protect District against any liability arising out of Contractor’s failure to pay or discharge taxes or other obligations. If the causes for which payment is withheld are removed, the withheld payments will be made promptly. If the said causes are not removed within a reasonable period after written notice, District may remove them at Contractor’s expense.

- C. Final payment for the Equipment, or any retention, will be made by District upon:
1. Written acceptance of the Equipment by District;
 2. Delivery of all drawings and specifications, if required by District;
 3. Delivery of executed full releases of any and all liens arising out of this Agreement; and
 4. Delivery of an affidavit listing all persons who might otherwise be entitled to file, claim or maintain a lien of any kind or character, and containing an averment that all of the said persons have been paid in full.

If any person refuses to furnish an actual release or receipt in full, Contractor may furnish a bond satisfactory to District to indemnify District against any claim or lien at no cost to District.

D. Acceptance by Contractor of final payment pursuant to Section 7.C. will constitute a waiver, release and discharge of any and all claims and demands of any kind or character which Contractor then has, or can subsequently acquire against District, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement. However, final payment by District will not constitute a waiver, release or discharge of any claims or demands which District then has, or can subsequently acquire, against Contractor, its successors and assigns, for or on account of any matter or thing arising out of, or in any manner connected with, the performance of this Agreement.

Section 8. SCHEDULE FOR DELIVERY.

A. The time of Contractor's performance is of the essence for this Agreement. The Equipment will be delivered on or before **June 1, 2024**. Contractor must immediately notify District in writing any time delivery is behind schedule or may not be completed on schedule. In addition to any other rights District may have under this Agreement or at law, Contractor shall pay District the sum of \$100.00 per item of Equipment for each calendar day for which the item of Equipment is unavailable beyond the scheduled delivery date(s) specified above.

B. In the event that the Equipment is part of a larger project or projects that require the coordination of multiple contractors or suppliers, then Contractor will fully cooperate in scheduling the delivery so that District can maximize the efficient completion of such project(s).

Section 9. TAXES.

A. Contractor agrees to timely pay all sales and use tax (including any value added or gross receipts tax imposed similar to a sales and use tax) imposed by any federal, state or local taxing authority on the ultimate purchase price of the Equipment provided under this Agreement.

B. Contractor will withhold, and require its subcontractors, where applicable, to withhold all required taxes and contributions of any federal, state or local taxing authority which is measured by wages, salaries or other remuneration of its employees or the employees of its subcontractors. Contractor will deposit, or cause to be deposited, in a timely manner with the appropriate taxing authorities all amounts required to be withheld.

C. All other taxes, however denominated or measured, imposed upon the price of the Equipment provided hereunder, will be the responsibility of Contractor. In addition, all taxes assessed by any taxing jurisdiction based on Contractor property used or consumed in the provision of the Equipment such as and including ad valorem, use, personal property and inventory taxes will be the responsibility of Contractor.

D. Contractor will, upon written request, submit to District written evidence of any filings or payments of all taxes required to be paid by Contractor hereunder.

Section 10. INDEPENDENT CONTRACTOR.

Contractor enters into this Agreement as an independent contractor and not as an employee of District. Contractor shall have no power or authority by this Agreement to bind District in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of District. District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

Section 11. SUBCONTRACTS.

Unless otherwise specified, Contractor must obtain District's written permission before subcontracting any portion of the Equipment. Except for the insurance requirements in Section 14.A, all subcontracts and orders for the purchase or rental of supplies, materials or equipment, or any other part of the Equipment, will require that the subcontractor be bound by and subject to all of the terms and conditions of the Agreement. No subcontract or order will relieve Contractor from its obligations to District, including, but not limited to Contractor's insurance and indemnification obligations. No subcontract or order will bind District.

Section 12. TITLE AND RISK OF LOSS.

Unless otherwise agreed, District will have title to, and risk of loss of, all completed and partially completed portions of the Equipment upon delivery, as well as materials delivered to and stored on District property which are intended to become a part of the Equipment. However, Contractor will be liable for any loss or damage to the Equipment and/or the materials caused by Contractor or its subcontractors, their agents or employees, and Contractor will replace or repair said Equipment or materials at its own cost to the complete satisfaction of District. Notwithstanding the foregoing, in the event that the District has paid Contractor for all or a portion of the Equipment which remains in the possession of Contractor, then District shall have title to, and the right to take possession of, such Equipment at any time following payment therefor. Risk of loss for any Equipment which remains in the possession of Contractor shall remain with Contractor until such Equipment has been delivered or District has taken possession thereof. Contractor will have risk of loss or damage to Contractor's property used in the construction of the Equipment but which does not become a part of the Equipment.

Section 13. INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence or willful misconduct of Contractor, its officials, officers, employees, agents, subcontractors and subconsultants arising out of or in connection with the Equipment or the performance of this Agreement, including without limitation the payment of

all consequential damages and attorneys' fees and other related costs and expenses except such loss or damage which was caused by the sole negligence or willful misconduct of the District.

B. Contractor's defense obligation for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, employees, agents or volunteers shall be at Contractor's own cost, expense and risk. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse District and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

C. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its officials, officers, employees, agents or volunteers.

Section 14. INSURANCE.

A. General. Contractor shall take out and maintain:

1. Commercial General Liability Insurance, of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury and property damage;

2. Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, of at least \$1,000,000 per accident for bodily injury and property damage;

3. Workers' Compensation in compliance with applicable statutory requirements; and

4. If Contractor is also the manufacturer of any equipment included in the Equipment, Contractor shall carry Product Liability and/or Errors and Omissions Insurance which covers said equipment with limits of not less than \$1,000,000.

B. Additional Insured; Primary; Waiver of Subrogation; No Limitation on Coverage. The policies required under this Section shall give District, its officials, officers, employees, agents or volunteers additional insured status. Such policies shall contain a provision stating that Contractor's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the District or any additional insureds shall not be called upon to contribute to any loss, and shall contain or be endorsed with a waiver of subrogation in favor of the District, its officials, officers, employees, agents, and volunteers. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

C. Insurance Carrier. All insurance required under this Section is to be placed with insurers with a current A.M. Best's rating no less than A-VII, licensed to do business in Nevada, and satisfactory to the District.

D. Evidence of Insurance. Contractor shall furnish District with original certificates of insurance and endorsements effecting coverage required by the Agreement. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the District. All certificates and endorsements must be received and approved by the District before delivery commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

E. Subcontractors. All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

F. Freight. Contractor shall ensure that third party shippers contracted by Contractor have adequate insurance coverage for the shipped Equipment.

Section 15. LIENS.

A. Contractor, subcontractors and suppliers will not make, file or maintain a mechanic's or other lien or claim of any kind or character against the Equipment, for or on account of any labor, materials, fixtures, tools, machinery, equipment, or any other things furnished, or any other work done or performance given under, arising out of, or in any manner connected with the Agreement (such liens or claims referred to as "Claims"); and Contractor, subcontractor and suppliers expressly waive and relinquish any and all rights which they now have, or may subsequently acquire, to file or maintain any Claim and Contractor, subcontractor and suppliers agree that this provision waiving the right of Claims will be an independent covenant.

B. Contractor will save and hold District harmless from and against any and all Claims that may be filed by a subcontractor, supplier or any other person or entity and Contractor will, at its own expense, defend any and all actions based upon such Claims and will pay all charges of attorneys and all costs and other expenses arising from such Claims.

Section 16. TERMINATION OF AGREEMENT BY DISTRICT.

A. Should Contractor at any time refuse or fail to deliver the Equipment with promptness and diligence, or to perform any of its other obligations under the Agreement, District may terminate Contractor's right to proceed with the delivery of the Equipment by written notice to Contractor. In such event District may obtain the Equipment by whatever method it may deem expedient, including the hiring of another contractor or other contractors and, for that purpose, may take possession of all materials, machinery, equipment, tools and appliances and exercise all rights, options and privileges of Contractor. In such case Contractor will not be entitled to receive any further payments until the Equipment is delivered. If District's cost of obtaining the Equipment, including compensation for additional managerial and administrative services, will exceed the unpaid balance of the Agreement, Contractor will be liable for and will pay the difference to District.

B. District may, for its own convenience, terminate Contractor's right to proceed with the delivery of any portion or all of the Equipment by written notice to Contractor. Such

termination will be effective in the manner specified in such notice, will be without prejudice to any claims which District may have against Contractor, and will not affect the obligations and duties of Contractor under the Agreement with respect to portions of the Equipment not terminated.

C. On receipt of notice under Section 16.B., Contractor will, with respect to the portion of the Equipment terminated, unless the notice states otherwise,

1. Immediately discontinue such portion of the Equipment and the placing of orders for materials, facilities, and supplies in connection with the Equipment,
2. Unless otherwise directed by District, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to District; and
3. Deliver only such portions of the Equipment which District deems necessary to preserve and protect those portions of the Equipment already in progress and to protect material, plant and equipment at the Equipment site or in transit to the Equipment site.

D. Upon termination pursuant to Section 16.B., Contractor will be paid a pro rata portion of the compensation in the Agreement for any portion of the terminated Equipment already delivered, including material and services for which it has made firm contracts which are not canceled, it being understood that District will be entitled to such material and services. Upon determination of the amount of said pro rata compensation, District will promptly pay such amount to Contractor upon delivery by Contractor of the releases of liens and affidavit, pursuant to Section 7.C.

Section 17. MISCELLANEOUS PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address or at such other address as the respective parties may provide in writing for this purpose:

DISTRICT:

Incline Village General Improvement District
893 Southwood Blvd.
Incline Village, NV 89451
Attn: Kate Nelson, Interim Dir. Of Public
Works

CONTRACTOR:

The Toro Company
8111 Lyndale Avenue South
Bloomington, MN 55420
Attn: Don Kittilsen

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

B. Assignment or Transfer. Contractor shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of the District, which will not be unreasonably withheld. Provided, however, that claims for money due or to become due Contractor from the District under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer, whether voluntary or involuntary, shall be furnished promptly to the District.

C. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

D. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

E. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

F. Governing Law. This Agreement shall be governed by the laws of the State of Nevada. Venue shall be in Washoe County.

G. Interpretation. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party.

H. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

I. Authority to Enter Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and bind each respective Party.

J. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

L. District's Right to Employ Other Contractors. District reserves its right to employ other contractors in connection with the Equipment.

M. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relative to the Equipment specified herein. There are no understandings, agreements, conditions, representations, warranties or promises with respect to this Agreement, except those contained in or referred to in the writing.

N. Limitation of Liability. In no event shall this Agreement be interpreted to waive the limitations of liability applicable to the District set forth in NRS Chapter 41 or other applicable law.

O. Whistleblower Provisions. This Agreement is not intended to and will not preclude Consultant's employees from exercising available rights under the District's Whistleblower Policy and associated procedures for reporting suspected misconduct, as that term is defined in the

Whistleblower Policy. All reports of suspected misconduct will be handled by the District in accordance with the Whistleblower Policy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

OWNER:
INCLINE VILLAGE G. I. D.
Agreed to:

By: _____
Kate Nelson, P. E.
Interim Director of Public Works

Date

Reviewed as to Form:

Joshua Nelson
District General Counsel

Date

CONTRACTOR:
Turf Star, Inc.
Agreed to:

By: *Don Kittilsen*

Signature of Authorized Agent
Territory Sales Manager

Print or Type Name and Title

10/13/23

Date

EXHIBIT "A"
EQUIPMENT QUOTES



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638873-00

Prepared For: Travis Riley	Quote No: 638873-00
Incline Village Gen Improv	iQuote No: 135429
931 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89451	don.kittilsen@turfstar.com (916) 709-7104

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	\$18,234.08	\$18,234.08	\$0.00	\$18,234.08
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638873-00

Configuration Product Details 010-Greenmaster Flex 1021

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04860	Greenmaster Flex 1021	1	\$9,650.16	\$9,650.16	\$0.00	\$9,650.16
04864	14blade 21in Flex ES CU	1	\$5,139.42	\$5,139.42	\$0.00	\$5,139.42
04027	Narrow Wiehle Roller Asm	1	\$446.94	\$446.94	\$0.00	\$446.94
04648	Univ Groomer Drive Newgen DPA Greens CU	1	\$2,010.06	\$2,010.06	\$0.00	\$2,010.06
04802	21in Twin Tip Groomer	1	\$797.16	\$797.16	\$0.00	\$797.16
115-1881	BEDKNIFE-EDGEMAX, TOURNA MENT (21IN GR)	2	\$95.17	\$190.34	\$0.00	\$190.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638874-00

Prepared For: Travis Riley	Quote No: 638874-00
Incline Village Gen Improv	iQuote No: 135154
231 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89418	Bon.kittilsen@turfstar.com
	(2156) 720 174

*Sourcewell Pricing,
 Incline Village General Improvement District Sourcewell Number is 91417
 Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	- 1N\$34.7N	- 1N\$34.7N	- 7.77	- 1N\$34.7N
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638874-00

**Configuration Product Details
010-Greenmaster Flex 1021**

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
74N57	Greenmaster 9lex 17\$1	1	- 2687.15	- 2687.15	- 7.77	- 2687.15
74N54	14blaBe \$1in 9lex ES CU	1	- 8132.4\$	- 8132.4\$	- 7.77	- 8132.4\$
747\$)	, arroF Wiehle Roller Asm	1	- 445.24	- 445.24	- 7.77	- 445.24
7454N	Univ Groomer Drive , eF gen DPA Greens CU	1	- \$717.75	- \$717.75	- 7.77	- \$717.75
74N7\$	\$1in TF in Tip Groomer	1	-) 2) .15	-) 2) .15	- 7.77	-) 2) .15
11801NN1	yEDK, I9EÆDGEDMAXdTOUR, A ME, T (\$1), GR6	\$	- 28.1)	- 127.34	- 7.77	- 127.34
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638875-00

Prepared For: Travis Riley	Quote No: 638875-00
Incline Village Gen Improv	iQuote No: 135154
231 Fairway Blvd	Sales Person: Don Kittilsen
Incline Village, NV 89411	Bon.kittilsen@turfstar.com (2156) 720 178

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	- 1N\$38.7N	- 1N\$38.7N	- 7.77	- 1N\$38.7N
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638875-00

**Configuration Product Details
010-Greenmaster Flex 1021**

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
78N57	Greenmaster 9lex 17\$1	1	- 2647.15	- 2647.15	- 7.77	- 2647.15
78N58	18blaBe \$1in 9lex ES CU	1	- 4132.8\$	- 4132.8\$	- 7.77	- 4132.8\$
787\$)	, arroF Wiehle Roller Asm	1	- 885.28	- 885.28	- 7.77	- 885.28
7858N	Univ Groomer Drive , eF gen DPA Greens CU	1	- \$717.75	- \$717.75	- 7.77	- \$717.75
78N7\$	\$1in TF in Tip Groomer	1	-) 2) .15	-) 2) .15	- 7.77	-) 2) .15
11401NN1	yEDK, I9EÆDGEDMAXdTOUR, A ME, T (\$1), GR6	\$	- 24.1)	- 127.38	- 7.77	- 127.38
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638876-00

Prepared For: Travis Riley	Quote No: 638876-00
Incline Village Gen Improv	iQuote No: 135155
431 2air9 aF wlvv	Sales Person: Don Kittilsen
Incline VillageBd V , 4N81	yon.kittilsen@turfstar.com (4156) 740 17N

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	- 1, \$3N7,	- 1, \$3N7,	- 7.77	- 1, \$3N7,
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638876-00

**Configuration Product Details
010-Greenmaster Flex 1021**

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
7N, 57	Greenmaster 2lex 17\$1	1	- 4587.15	- 4587.15	- 7.77	- 4587.15
7N, 5N	1Nblaye \$1in 2lex ES CU	1	- 8134.N\$	- 8134.N\$	- 7.77	- 8134.N\$
7N7\$)	d arro9 Wiehle Roller Asm	1	- N5.4N	- N5.4N	- 7.77	- N5.4N
7N5N,	Univ Groomer Drive de9 gen DPA Greens CU	1	- \$717.75	- \$717.75	- 7.77	- \$717.75
7N, 7\$	\$1in T9 in Tip Groomer	1	-) 4) .15	-) 4) .15	- 7.77	-) 4) .15
11801, , 1	wEDKd I2EÆDGEMAXBTOURd A MEdT (\$1ld GR6	\$	- 48.1)	- 147.3N	- 7.77	- 147.3N
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638877-00

Prepared For: Travis Riley	Quote No: 638877-00
Incline Village Gen Improv	iQuote No: 135154
231 Fairway Blvd	Sales Person: Kristin Silen
Incline Village, NV 89411	Bonsil.enu@sf(.sarkcom 6215) 47204178

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	- 1N\$38k7N	- 1N\$38k7N	- 7k77	- 1N\$38k7N
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638877-00

**Configuration Product Details
010-Greenmaster Flex 1021**

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
78N57	Greenma. ser 9lex 17\$1	1	- 26D7k15	- 26D7k15	- 7k77	- 26D7k15
78N58	18blaBe \$1in 9lex ES CU	1	- Dd132l8\$	- Dd132l8\$	- 7k77	- Dd132l8\$
787\$4	, arroF Wiehle Roller A. m	1	- 885k28	- 885k28	- 7k77	- 885k28
7858N	Univ Groomer Krive , eF gen KPA Green. CU	1	- \$717k75	- \$717k75	- 7k77	- \$717k75
78N7\$	\$1in TF in Tip Groomer	1	- 424k15	- 424k15	- 7k77	- 424k15
11D01NN1	yEKt , I9EÆKGEMAXdTOUR, A ME, T 6\$1, GR)	\$	- 2Dk14	- 127k88	- 7k77	- 127k88
Totals:						\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638878-00

Prepared For: Travis Riley	Quote No: 638878-00
Incline Village Gen Improv	iQuote No: 135154
231 9airF awylvB	Sales Person: Don Kittilsen
Incline Villaged, V 42N81	Bon.kittilsen@turfstar.com (2156) 720 17N

*Sourcewell Pricing,
Incline Village General Improvement District Sourcewell Number is 91417
Quoted price is good through FY2024 and quoted unit is in stock*

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greenmaster Flex 1021	1	- 14¢3N.74	- 14¢3N.74	- 7.77	- 14¢3N.74
Totals:			\$18,234.08	\$0.00	\$18,234.08



Date: September 14, 2023

Quotation for Incline Village Gen Improv

Quote No:638878-00

**Configuration Product Details
010-Greenmaster Flex 1021**

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
7N457	Greenmaster 9lex 17\$1	1	- 2687.15	- 2687.15	- 7.77	- 2687.15
7N45N	1NblaBe \$1in 9lex ES CU	1	- 8d132.N\$	- 8d132.N\$	- 7.77	- 8d132.N\$
7N7\$)	, arroF Wiehle Roller Asm	1	- NN5.2N	- NN5.2N	- 7.77	- NN5.2N
7N5N4	Univ Groomer Drive , eF gen DPA Greens CU	1	- \$717.75	- \$717.75	- 7.77	- \$717.75
7N47\$	\$1in TF in Tip Groomer	1	-) 2) .15	-) 2) .15	- 7.77	-) 2) .15
11801441	yEDK, I9EÆDGEDMAXdTOUR, A ME, T (\$1), GR6	\$	- 28.1)	- 127.3N	- 7.77	- 127.3N
Totals:						\$18,234.08

TORO

Greensmaster® Flex™ 1018/1021

WALK GREENSMOWERS

FEATURES

Greensmaster Flex 1018/1021

Common Features:

- Heavy-duty, 3.5 hp (2.6 kW) Honda® engine for optimal power
- Patented Flex Suspension with proven DPA Cutting Unit technology
- Multiple, easy to configure clip rate settings
- Telescoping loop handle design with combined operational and safety bail
- Operational bail allows slowing down or a complete stop in tight turns without disengaging traction
- Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency
- No greasing requirement and modular designs for labor saving maintenance
- Choice of cutting units (11 and 14-blade) to accommodate different cutting heights
- Excellent balance for superior tracking and easy turn around
- Squeeze service / parking brake for enhanced control
- Traction drive release lever for easy movement while the mower is off
- Tool-free cutting unit removal

Greensmaster Flex 1018:

- 18-inch (45.7 cm) width of cut
- Narrow mowing swath for narrow striping and superior ground-following over undulations
- Choose 11-blade or 14-blade reel provides a smooth, consistent cut resulting in superior ball roll

Greensmaster Flex 1021:

- 21-inch (53.3 cm) width of cut
- Superior quality of cut and reliable performance
- Choose 11-blade or 14-blade reel for superior performance in any mowing condition

Superior putting starts with superior cutting.

The new Toro Flex Series mowers deliver the new standard of pristine greens that top courses demand. Offering the choice of 18" (45.7 cm) or 21" (53.3 cm) width of cut, the Greensmaster Flex 1018 and Flex 1021 models include a patented Flex suspension.

This allows the cutting unit to easily follow the contours of the green – delivering a superior quality of cut. Both models boast new innovative controls and design features

that synchronize the operator and the machine to help eliminate operator influences on cut consistency. The new Greensmasters feature a telescoping loop handle that customizes in seconds to an individual operator's size for comfort and reduced fatigue, ensuring a consistent, immaculate cut. These units are designed for minimal maintenance and a long, productive life to save labor and operational costs.

**EdgeSeries™ Reels****Call your Toro distributor at 800-803-8676**



Greensmaster® Flex™ 1018 & 1021 Specifications*

	GREENSMaster FLEX 1018, MODEL 04850	GREENSMaster FLEX 1021, MODEL 04860
ENGINE	Honda GX120 - 3.5 hp (2.6 kW) @3600 rpm, gasoline with integral lighting coil.	
FUEL CAPACITY	2.1 qts (2L)	
FRAME	Fully modular design allows quick disassembly for service / maintenance of all major components.	
TRACTION DRIVE	Full gear drive transmission with integral traction differential and traction drive disconnect to ease movement during service/maintenance operations. Interchangeable drum drive gear cases.	
TRACTION DRUM	Tapered traction drum for improved after cut appearance.	
GROUND SPEED	Mowing Speed: 2.0 mph (3.2 km/h) to 3.5 mph (5.6 km/h)	Transport Speed: 5.3 mph (8.5 km/h)
CLUTCH	Externally-mounted two sided dry disc clutch actuated by dual motion bail.	
BRAKE	Service/parking – band type.	
CUTTING UNIT DRIVE	Quick-change dual-speed gear drive, combined with positive drive belt – 4 possible reel speeds/clip settings.	
CUTTING UNIT ATTACHMENT	Tool-free cutting unit removal for service/maintenance or cutting unit exchange for different uses.	
CUTTING UNIT OPTIONS	11-blade cutting unit 14-blade cutting unit	
CONTROLS	Engine mounted: recoil starter, choke, fuel shutoff. Handle mounted: on/off switch, throttle lever, dual motion traction / safety bail, reel engage lever, service/park brake lever, hour meter, light switch (optional).	
HANDLE	Loop handle with telescoping adjustment with 5" (12.7 cm) total travel, rubber isolated to minimize operator influence during mowing.	
TRANSPORT TIRES / KICKSTAND	Optional – Two, quick-detachable pneumatic tires (3.00X3.25-6). Kickstand is standard.	
WIDTH OF CUT	18" (45.7 cm)	21" (53.3 cm)
HEIGHT OF CUT RANGE	For Greens: (Spacer Position One) 0.062" to 0.250" (1.5 mm to 6 mm) For Tees: (Spacer Position Two) 0.125" to 0.500" (3 mm to 12 mm) High Height of Cut Kit: 0.375 to 1.00" (9 mm to 25 mm)	
WEIGHT	267 lbs (121 kg) with 11-blade cutting unit, aluminum Wiehle roller.	275 lbs (125 kg) with 11-blade cutting unit, aluminum Wiehle roller.
MAINTENANCE REQUIREMENTS	No daily greasing required.	
CERTIFICATION	Designed in accordance to applicable ANSI and CE specifications.	
WARRANTY	Two-year limited warranty. Refer to the Operator's Manual for further details.	

GREENSMaster FLEX 1018 ACCESSORIES

CUTTING UNITS & REEL OPTIONS		GROOMER OPTIONS	
04853	11-Blade Flex ES Cutting Unit	04648	Universal Groomer Drive
04854	14-Blade Flex ES Cutting Unit	04801	Twin Tip Groomer Blade ASM
		04268	Grooming Brush – Soft
		04269	Grooming Brush – Stiff
BEDKNIFE OPTIONS		SCRAPER/BRUSH OPTIONS	
117-1530	EdgeMax™ Microcut Bedknife	120-9615	Narrow Wiehle Roller Scraper Kit
110-2300	Extended Microcut Bedknife	120-9621	Narrow Wiehle Roller Scraper/Brush Kit
110-2301	Lowcut Bedknife	120-9616	Wide Wiehle Roller Scraper Kit
117-1532	EdgeMax™ Tournament Bedknife	120-9622	Wide Wiehle Roller Scraper/Brush Kit
139-4318	EdgeMax™ Short Microcut Bedknife	120-9617	Smooth Roller Scraper Kit
139-4319	EdgeMax™ Short Tournament Bedknife	120-9623	Smooth Roller Scraper/Brush Kit
98-7260	Tournament Bedknife		
98-7261	Microcut Bedknife		
ROLLER OPTIONS		TRACTION UNIT ACCESSORIES	
04026	Narrow Wiehle Roller ASM	04135	LED Light Kit
140-3441	Wide Wiehle Roller ASM	04136	Push Broom Kit
04814	Full Roller ASM	04123	Wheel Kit
140-9214	Extended Narrow Wiehle Roller ASM	139-4342	Backlap Access Kit
115-7361	Roller Extension Kit	139-4369	Wireless Hour Meter
TOOLS AND MAINTENANCE OPTIONS			
04399	Turf Evaluator	125-5610	Paper – Reel
125-5610	Paper – Reel	125-5611	Shim – Reel
94-9010	Height of Cut Adjustment Bar	131-6828	Angle Indicator
131-6828	Angle Indicator	131-6829	Mount-Angle Indicator

GREENSMaster FLEX 1021 ACCESSORIES

CUTTING UNITS & REEL OPTIONS		GROOMER OPTIONS	
04863	11-Blade Flex ES Cutting Unit	04648	Universal Groomer Drive
04864	14-Blade Flex ES Cutting Unit	04802	Twin Tip Groomer Blade ASM
		04270	Grooming Brush – Soft
		04271	Grooming Brush – Stiff
BEDKNIFE OPTIONS		SCRAPER OPTIONS	
115-1880	EdgeMax™ Microcut Bedknife	125-3503	Narrow Wiehle Roller Scraper Kit
108-4303	Extended Microcut Bedknife	115-7377	Narrow Wiehle Roller Scraper/Brush Kit
108-4302	Extended Tournament Bedknife	125-3504	Wide Wiehle Roller Scraper Kit
115-1881	EdgeMax™ Tournament Bedknife	115-7378	Wide Wiehle Roller Scraper/Brush Kit
139-4320	EdgeMax™ Short Microcut Bedknife	125-3505	Smooth Roller Scraper Kit
139-4321	EdgeMax™ Short Tournament Bedknife	115-7379	Smooth Roller Scraper/Brush Kit
63-8610	Fairway Bedknife		
93-4262	Microcut Bedknife		
93-4263	Tournament Bedknife		
93-4264	Low Cut Bedknife		
94-6392	High Cut Bedknife		
ROLLER OPTIONS		TRACTION UNIT ACCESSORIES	
04027	Narrow Wiehle Roller ASM	04135	LED Light Kit
04825	Wide Wiehle Roller ASM	04136	Push Broom Kit
04815	Full Roller ASM	04123	Wheel Kit
04028	Paspalum Roller ASM	139-4342	Backlap Access Kit
04029	Extended Narrow Wiehle Roller ASM	139-4369	Wireless Hour Meter
04249	Split Full Roller ASM		
04250	Split Narrow Wiehle Roller ASM		
107-3510	Narrow Wiehle Roller ASM – Steel		
115-7361	Roller Extension Kit		
TOOLS AND MAINTENANCE OPTIONS			
04399	Turf Evaluator	125-5610	Paper – Reel
125-5610	Paper – Reel	125-5611	Shim – Reel
94-9010	Height of Cut Adjustment Bar	131-6828	Angle Indicator
131-6828	Angle Indicator	131-6829	Mount-Angle Indicator

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in use, design, required attachments and safety features. Consult your local Toro Distributor.

EXHIBIT “B”

SOURCEWELL SOLICITATION NUMBER: RFP #031121, CONTRACT WITH THE TORO COMPANY

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

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

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 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 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

The Toro Company

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/28/2021 | 12:24 PM CDT

DocuSigned by:
Brad Hamilton
4B4574B1E1E54C4...
By: _____
Brad Hamilton
Title: Group VP
Date: 4/29/2021 | 4:07 PM CDT

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 4/29/2021 | 4:31 PM CDT

RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

Vendor Details

Company Name: The Toro Company
Does your company conduct business under any other name? If yes, please state: Toro
Address: 8111 Lyndale Avenue South
Bloomington, MN 55420
Contact: Jon Stodola
Email: jon.stodola@toro.com
Phone: 612-597-3224
Fax: 612-597-3224
HST#: 41-0580470

Submission Details

Created On: Tuesday January 26, 2021 08:26:53
Submitted On: Wednesday March 10, 2021 16:49:38
Submitted By: Jon Stodola
Email: jon.stodola@toro.com
Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6
Submitter's IP Address: 76.113.144.182

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420
3	Proposer website address:	www.toro.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>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.</p> <p>We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites.</p> <p>Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world.</p> <p>The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada.</p> <p>Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada.</p> <p>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.</p> <p>Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land.</p> <p>Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere.</p> <p>Our Mission: To deliver superior innovation and to deliver superior customer care.</p> <p>For more information, visit www.toro.com.</p>
8	What are your company's expectations in the event of an award?	<p>Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes.</p> <p>We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment.</p> <p>Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals.</p> <p>For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details.</p> <p>In addition, attached is a summary of Toro's financial condition according to Dunn & Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)</p>

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Toro Company would best be described as a manufacture.</p> <p>As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers.</p> <p>For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada 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. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.</p> <p>BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training.</p> <p>Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada.</p> <p>For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements.</p> <p>The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin.</p> <p>Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p> <p>In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years.</p> <p>b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery.</p> <p>c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall.</p> <p>d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at ForConstructionPros.com/Rental</p> <p>e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software.</p> <p>f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at GreenIndustryPros.com, and from end-users and landscape professionals alike.</p> <p>g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders.</p> <p>h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.</p> <p>i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff.</p> <p>j) 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. Endure</p> <p>k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.</p>	
17	What percentage of your sales are to the governmental sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location.</p> <p>Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%</p>	*
18	What percentage of your sales are to the education sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential.</p>	*

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	<p>Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.</p>
24	Dealer network or other distribution methods.	<p>Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached.</p> <p>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.</p> <p>In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.</p>
25	Service force.	<p>Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide.</p> <p>The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it.</p> <p>Distributor response time:</p> <p>Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.</p>

27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.</p> <p>Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions.</p> <p>b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. 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.</p> <p>c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.</p> <p>See the attached (Toro Marketing Samples) file for examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale.</p> <p>b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes.</p> <p>Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment.</p> <p>Safety Video: https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</p> <p>The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> - 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 - Toro Reel Cutting Units: How they really work - Open forum with engineering and other product experts - Diagnostics, InfoCenters, and more! <p>Additional training and reference materials found on Toro.com or in myTurf@toro.com</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>★ = Toro exclusive features</p> <p>GR3360/3370 Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting.</p> <ul style="list-style-type: none"> - All-Electric Traction, Steering, Lift & Reel Control – No onboard hydraulic fluid eTriFlex Models: - Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation - Lithium-Ion Battery Model, 48-Volt virtually silent operation - ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut - Advanced Cutting Performance o Double A-Arm ★ plus Link-System Suspension for superior contour-following o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut - Highly Productive and Versatile o ★ “Slow-in-Turn” feature minimizes turf scrubbing that can occur during turn arounds o ★ Tool-Free, Quick-Change cutting units o ★ Lift-Gate Footrest for easy access to the center cutting unit <p>Greensmaster Walk greens mowers (flex & fixed head)</p> <ul style="list-style-type: none"> - ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology - Multiple, easy to configure clip rate settings - ★ Telescoping loop handle design with combined operational and safety bail - Operational bail allows slowing down or a complete stop in tight turns without disengaging traction - ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency - No greasing requirement and modular designs for labor-saving maintenance - Excellent balance for superior tracking and easy turnaround - ★ Tool-free cutting unit removal <p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing</p>

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

<p>38</p>	<p>Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land.</p> <p>At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see: https://www.thorocompany.com/sustainability/sustainability-endures</p> <p>Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies.</p> <p>Key sustainability initiatives and accomplishments include:</p> <ul style="list-style-type: none"> • Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro’s human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving. • Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020. • Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities. • Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award. • Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction. • Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader. • In Australia Toro refreshed its product packaging and received an “advanced” classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body. • We participate in a “closed loop” recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled. • Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage. • Our Hammerhead business introduced “Cured-in-Place Pipes” whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste. <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> - Wyland National Mayor’s Challenge for Water Conservation Co-Sponsor - Urban Park Innovation Award - 2019 Everyday Hero Award - ISO 14001:2004 compliant
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the “BC” mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer.</p> <p>As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	<p>As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator’s Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.</p> <p>When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following:</p> <ul style="list-style-type: none"> - Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items. - Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator’s manual can result in claims for warranty being denied. - Product failures which result from operating the Product in an abusive, negligent, or reckless manner. - Parts subject to consumption through use unless found to be defective. Examples of parts that 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 greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc. - Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc. - Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards. - Normal noise, vibration, wear and tear, and deterioration. - Normal “wear and tear” includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc. 	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*

45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	<p>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.</p> <p>Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.</p> <p>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 partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.</p> <p>Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details.</p> <p>For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.</p> <p>In Canada, Toro's distributors hold direct relationships with financial institutions.</p> <p>As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit www.toro.com/finance.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer.</p> <p>Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at www.toro.com/locator.</p> <p>Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices.</p> <p>Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock.</p> <p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> • Toro Commercial products: 22% off current US MSRP • Bullseye Products: 5% off current US MSRP • Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP • Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP • Toro Golf Irrigation: 40% off current US MSRP • Toro Residential Commercial Irrigation: 40% off current US MSRP • Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP • Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP • Rainmaster Irrigation Parts (RB): 0% off current US MSRP • Sentinel Irrigation Wholegoods: 35% off current US MSRP • Large Commercial Rotors: 15% off current US MSRP • Site Works Systems (SWS) Equipment: 17% off current US MSRP • Ventrac Products: 12% off current US MSRP • Toro BOSS Snow Removal Products: 25% off current US MSRP • Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc. • Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance.</p> <ul style="list-style-type: none"> • SPORTS FIELDS AND GROUNDS EQUIPMENT Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment. • GOLF COURSE MAINTENANCE EQUIPMENT Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment. • RELATED EQUIPMENT PARTS Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts. • USED EQUIPMENT Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> a) Walk-Behind Rotary Mowers b) Zero-Radius Rotary Mowers c) Wide-Area Rotary Mowers d) Walk-Behind Reel Mowers e) Commercial and Wide-Area Reel Mowers f) Walk-Behind and Ride-On Greens Mowers g) Utility Vehicles h) Utility Tractors i) Turf Cultivation Equipment j) Turf Application Equipment k) Debris Management Equipment l) Infield Groomers m) Compact Utility Loaders n) Residential / Commercial Irrigation o) Sentinel Irrigation Products p) Irritrol Irrigation Products q) Large Commercial Rotors r) Rainmaster Irrigation Wholegoods s) Rainmaster Irrigation Parts/Accessories t) Golf Irrigation u) Snow & Ice Removal Equipment v) Synthetic Turf Maintenance Equipment

Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.

Table 15: Industry Specific Questions

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.</p> <p>Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support</p> <p>Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.</p> <p>Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.</p>

Exceptions to Terms, Conditions, or Specifications Form

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

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

Yes No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Grounds_Maintenance_Equipment_RFP_031121 Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
Addendum_10_Grounds_Maintenance_Equipment_RFP_031121 Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
Addendum_9_Grounds_Maintenance_Equipment_RFP_031121 Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
Addendum_8_Grounds_Maintenance_Equipment_RFP_031121 Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Grounds_Maintenance_Equipment_RFP_031121 Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Grounds_Maintenance_Equipment_RFP_031121 Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Grounds_Maintenance_Equipment_RFP_031121 Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Grounds_Maintenance_Equipment_RFP_031121 Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Grounds_Maintenance_Equipment_RFP_031121 Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Grounds_Maintenance_Equipment_RFP_031121 Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 031121-TTC**

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

- 4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro’s products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

- 5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

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

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz, Chief Procurement Officer

Date: 10/29/2021 | 3:14 PM CDT

Approved:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT

The Toro Company

DocuSigned by:
 By: Brad Hamilton
 Brad Hamilton

Title: Group Vice President

Date: 10/29/2021 | 3:00 PM CDT

MEMORANDUM

TO: Board of Trustees

THROUGH: Kate Nelson, Interim Public Works Director

FROM: Hudson Klein, Principal Engineer

SUBJECT: Review and discuss the Total Project Cost for completion of Phase 2 of the Effluent Export Pipeline including the negotiated schedule of values, risk reserve, contingency, and administration/inspection requirements prepared for Guaranteed Maximum Price (GMP)2; 2023/2024 Capital Improvement Project; Fund: Utilities; Division: Sewer; Project #2524SS1010 and provide direction on finalizing the CMAR contract for GMP2. (Requesting Staff Member: Interim Director of Public Works Kate Nelson)

RELATED STRATEGIC PLAN BUDGET INITIATIVE(S):

LONG RANGE PRINCIPLE #5 – ASSETS AND INFRASTRUCTURE

The District will practice perpetual asset renewal, replacement and improvement to provide safe and superior long term utility services and recreation venues, facilities, and services.

- Budgeted Initiatives C - Work with CMAR and design consultants to finalize design and begin construction of the Effluent Export Pipeline Project.
- Budgeted Initiatives D - Allocate capital expenditures to maintain services and facilities.

RELATED DISTRICT POLICIES, PRACTICES, RESOLUTIONS OR ORDINANCES

Board Policies 12.1.0 Multi-year Capital Planning; 13.2.0 Capital Planning Capital Expenditures; 21.1.0 Purchasing Policy for Public Works Contracts

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to:

1. Approve Granite Construction as the CMAR for the Construction of GMP2.
2. Direct Staff to finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline with Granite Construction as CMAR under GMP2 at the Nov. 8, 2022 Board of Trustees meeting.

II. BACKGROUND

On August 30, 2023, Staff presented a report to the Board summarizing the estimated total project cost for Phase 2 of the Effluent Export Pipeline inclusive of all design, administration and construction costs from GMP1 and the 100% Opinion of Probable Construction Cost (OPCC) for GMP2 following initial contract negotiations with Granite Construction, Construction Manager at Risk (CMAR). The OPCC was prepared in July 2023 and at that time, Staff were engaged in application processes for financial assistance from the US Army Corps of Engineers (USACE) under Section 595 of the Water Resources Development Act. Therefore, the July 2023 OPCC did not include a competitive subcontractor bidding process as the USACE requires completion of a formal project environmental assessment process prior to solicitation of public bids.

The July 2023 OPCC included a GMP2 construction cost estimate of \$39.8M, a risk reserve of \$7.5M, and \$2.85M in administrative and inspection costs (\$50.1M GMP2 total). Total project cost was estimated at \$64.1M, inclusive of \$14M for GMP1.

The revised total project cost is currently \$63.7M as outlined in the table below:

GMP1 Total Cost	\$14M (\$9.4M CMAR/\$1.5M Risk/\$3.2M Admin & Material Purchase)
GMP2 Direct/Construction Cost	\$40.2M
Risk Reserve (IVGID Controlled)	\$6.7M
Contract Contingency, Admin & Inspection	\$2.8M
TOTAL PROJECT COST	\$63.7M

The GMP2 project costs were developed by Granite and IVGID Staff following several project debrief meetings to review construction activity, safety practices, rock investigation, and lessons learned from GMP1. Final GMP2 cost figures were reviewed and negotiated during multiple cost-reconciliation, risk review, and project scheduling meetings with Granite personnel and IVGID Staff as well as two Trustees present for some of the review meetings.

Adjustments to unit rates, direct construction costs, and risk reserve incorporated increased productivity allowance, information from extensive investigation of existing rock formations (refer to Attachment A) along the GMP2 pipeline alignment, revised pressure testing methodology, CMAR project staffing utilization, formal material and subcontractor bids, and a reduction in the aggregate CMAR fee (refer to Section VI - Comments).

Once final pay applications and substantial completion for GMP1 is issued, Staff anticipates 'release' of remaining contingency, risk reserve (Attachment B), and unused administration and inspection fees. This is currently estimated at \$1M. Refer to Section IV -Financial Impact for additional description of the overall financial impact.

III. BID RESULTS

Granite completed subcontractor bid solicitation as part of the required CMAR process in September 2023; the bid results were opened in front of Staff on September 29 and October 3, 2023. The recommended selections were presented to Staff on October 3, 2023 and Staff agreed with the CMAR recommendations for subcontractor selection.

The selected subcontractor bid results are incorporated in the total project costs table presented in Section II - Background.

IV. FINANCIAL IMPACT AND BUDGET

The current total project cost estimate is \$63.7M; Staff anticipates a reduction to \$62.7M following the closeout of GMP1 and the 'release' of unused risk/contingency/admin budget. If the GMP2 risk reserve and contract contingency are not fully exhausted, there will be additional total project cost reductions realized at the completion of GMP2 and project closeout; for example, if half of the GMP2 risk reserve and contingency is used, the total project cost would be \$60.2M.

The total estimated funding needed to award GMP2 (inclusive of risk register), IVGID management, HDR, Inspection and Testing, Funding Administration, Contract Contingency, Start-up Design/Permitting is approximately **\$49,723,000**.

Funding currently available for the project is \$36.98M in remaining SRF Loan Funds, \$1.6M in EPA Community Grant Funds, and \$15.4M in Utility Funds, **totaling \$53,980,000**.

Staff continues to pursue Section 595 grant funding with the USACE for GMP2. Staff is currently awaiting the approved USACE amendment to the existing Project Partnership Agreement (PPA) for Effluent Pipeline project funding (Increment 2).

V. ALTERNATIVES

There are no advisable alternatives proposed by Staff at this time.

VI. COMMENTS

GMP2 includes an allowance for the previously agreed 14% CMAR fee. However, as part of GMP2 contract negotiations, Granite Construction recommended removal of the pipeline material purchase from direct pipe installation unit rate (subject to the 14% fee) and to instead apply a reduced 5% administration and handling fee to the material purchase. The result to the GMP2 overall CMAR fee was a net reduction from 14% to 12.7% (\$466k or 8% of total project CMAR fee).

VII. BUSINESS IMPACT/BENEFIT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VIII. ATTACHMENTS

1. ATTACHMENT A - Rock Investigation Summary
2. ATTACHMENT B - EEP GMP 2 Risk Register_

IX. DECISION POINTS NEEDED FROM THE BOARD OF TRUSTEES

That the Board of Trustess makes a motion to:

1. Approve Granite Construction as the CMAR for the Construction of GMP2.
2. Direct Staff to finalize a contract for the completion of Phase 2 of the Effluent Export Pipeline with Granite Construction as CMAR under GMP2.



**IVGID Effluent Export Pipeline CMAR CONSTRUCTION
(GMP 2) DRAFT - Risk Register**

Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Quantitative Analysis				Comments
					Cost (\$)	Estimated Risk Amount	Time Impact (Working Days)	Original Comments	
3	New pipeline alignment conflicts with existing utilities and/or existing improvements. (i.e. existing IVGID effluent pipeline, NDOT crossings, fiber optic, etc)	GPR, Pothole, Design out, survey existing conditions, purchase additional fittings Coordinate with NDOT / adjacent contractors (i.e. new fiber line installation)	Cost & Schedule	20%	1,370,960.00 \$	274,192.00 \$	15	3	Conflict with existing pipeline alignment creating additional crossings or tie-in connection points. Encounter unknown culvert crossings or other utilities (Guardrail, Concrete Curb & Gutter, AC Curb Removal and Replacement)
6	Existing pipe discharge due to break or pipe failure (flooded trench, enviro release, etc) - outside of GC negligence	Emergency Response Plan, Repair parts on hand (in-stock) at local supply, etc. GC to make repairs and coordinate with IVGID operations throughout construction	Cost & Schedule	33%	796,500.00 \$	262,845.00 \$	15	4.95	Assume crew cost = \$20k/shift x 1 week x 3 seasons Traffic Control = \$11k/day x 1 week x 3 seasons GCs = \$48.5k x 1 week x 3 seasons Original Total = \$817,500

**IVGID Effluent Export Pipeline CMAR CONSTRUCTION
(GMP 2) DRAFT - Risk Register**

Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Quantitative Analysis			Original Comments	Comments
					Cost (\$)	Estimated Risk Amount	Schedule Impacts (Working Days)		
7a	The exploratory rock drilling exploration from GMP 1 accounts for 15,500 of 24,000 LF of pipeline trench remaining to excavate. The unexplored length of 7,500 LF could still contain an unknown amount of unknown rock requiring rock breaking to install the pipe and appurtenances (i.e. Cathodic Protection anodes as shown in Corrosion Protection Details calling for installation minimum 5 to 10 feet horizontal distance from outside edge of pipeline and minimum 8 feet below the invert of the pipe).		Cost & Schedule	15%	Cost (\$) 2,418,000.00	Estimated Risk Amount 362,700.00			
7	Encounter hard rock that needs to be excavated in excess of what is included in budget which triggers T&M tracking and payment over 8-hours of hydraulic hammering at a given location. Anticipated hard rock that may trigger this could include bedrock and/or large non-excavatable boulders. One trigger would be in excess of 8 hours of hammering per week that affects the pipe crew's production. Another would be if production begins to be affected when the lay crew catches up to the hammer hoe and is unable to install additional pipe. Pipe crew is considered labor, equipment, hauling, and subcontractors necessary to complete typical pipe installation.	- Improved quantification of known hard rock locations (to identify LF of trench) via GPR (inert), followed up with pre-work package to include potholing (conventional or track-drilling). - Estimate includes Hammer Hoe attachment for nuisance rock - Rock-splitting to remove rock. - Correlate HDR PDR (June 2012) Rock excavation limits to current plan set	Cost & Schedule	85%	Cost (\$) 2,657,796.00	Estimated Risk Amount 2,259,126.60	Time Impact 35	Estimated Time Impact 29.75	

**IVGID Effluent Export Pipeline CMAR CONSTRUCTION
(GMP 2) DRAFT - Risk Register**

Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Quantitative Analysis				Comments
					Cost Impacts (\$)		Schedule Impacts (Working Days)		
					Cost (\$)	Estimated Risk Amount	Time Impact	Estimated Time Impact	
9	This is risk associated with ground water in excess of what GC can pump with a 2" sump pump and discharge onsite. (Granite is considering this nuisance water). Triggered if Granite needs to apply for an NDEP dewatering permit (250 GPM and/or if water cannot be utilized in typical construction operations (i.e. moisture conditioning and dust control)).	Proper Permits & Dewatering Equip, coordinate with local agencies	Cost & Schedule	75% \$	\$ 100,000.00	\$ 75,000.00	4	3	Account for 500LF of overall pipeline length (near Bliss, Secret Creek, and Skunk Harbor)
12	Delay start of construction due to availability of materials, weather delay, permitting.	Identify & Order Early/Separate GMP	Cost & Schedule	66% \$	450,000.00	\$ 297,000.00	15	9.9	5 days of weather per season. \$11K/day TC x 5 days x 3 seasons = \$165,000 \$18.5K/day GCs x 5 days x 3 seasons = \$277,500 Total Cost = \$442,500 Currently carrying an additional 15 days of weather in GMP 2 CPM (5 days per season). These days are in addition.
13	Escalations for fuel surcharges on trucking and welded steel pipe buy going above the bid day percentage. Agreement currently being reviewed (10/11/23)	Order Early/Separate GMPs/Identify Stockpile storage location options At For Construction Design, GC includes Labor and Equipment (less fuel) escalations. Materials escalations to remain as Risk	Cost	50% \$	913,000.00	\$ 456,500.00	0	0	5% year-over-year. Original Total = \$1,000,000



**IVGID Effluent Export Pipeline CMAR CONSTRUCTION
(GMP 2) DRAFT - Risk Register**

Item	Description Of Risk	Mitigation Strategy	Type of Risk	Probability	Quantitative Analysis				Comments
					Cost (\$)	Estimated Risk Amount	Time Impact	Schedule impacts (Working Days)	
22	If NDOT right-of-way staging areas at Spooner Summit are not available for project use at time of construction.	Use IVGID property or other location outside of basin (i.e. bottom of US 50)	Cost	58%	3,340,200.00 \$	1,937,316.00 \$	0	Haul to dump hill site currently at \$2.93M. Haul to bottom of Spooner Summit in Carson City \$1.7M (most logical scenario, working on an agreement) w/14% markup included, Carson scenario = \$1,938,000	
24	Emergency reponse - Wildfire / Traffic accident	Emergency Response Plan	Cost & Schedule	25%	1,221,000.00 \$	305,250.00 \$	66	GCs = \$18,500/day x 1 month x 3 seasons	
25	Added requirement to modify traffic control plan/system to accommodate NDOT or reduce traffic risk	Add Pilot Car	Cost	20%	925,550.00 \$	185,110.00 \$	0	Pilot Car: 3 Seasons. Most likely time of season for need of pilot car is July/August during peak season.	
27	Unforeseen Special Events (Races & Marathons not identified in contract)	Consult Stakeholders Early & Often	Cost & Schedule	30%	442,500.00 \$	132,750.00 \$	15	3 Seasons X 5 Days = 15 Days Traffic Control = \$11K/day x 15 days GCs = \$18.5K x 15 days	
29	Unforeseen TRPA required remediation measures at staging yards and/or areas in project limits.		Cost	40%	100,000.00 \$	40,000.00 \$	0	Cost for potential need to permanently stabilize areas that Granite will need for staging and stockpiling. \$100k total remediation for all areas.	
36	Material cost increases associated with BABA requirements per funding source.		Cost	40%	250,000.00 \$	100,000.00 \$	0		
Totals						\$ 6,687,789.60	282	71.60	

MEMORANDUM

Item G.4.

TO: Board of Trustees

THROUGH: Mike Bandelin
Interim District General Manager

FROM: Bobby Magee
Interim Director of Finance

SUBJECT: Review, discuss and possibly approve augmentations to the Fiscal Year the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement (per NRS 354.598005 procedures for augmentation) and other projects with funding provided in the prior fiscal year, subject to further context provided in the discussion and background sections of this memorandum, and the attachments hereto.

STRATEGIC PLAN: Long Range Principle #2 - Finance

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees makes a motion to approve augmentation of the 2023/24 approved budget to reflect carry-forward of available appropriations from the 2022/23 budget in support of ongoing capital improvement and other projects with funding provided in the prior fiscal year, subject to further context provided in the discussion and background sections of this memorandum, and the attachments hereto.

II. BACKGROUND

At the meeting of May 25, 2023, the Board of Trustees approved the District's 2023/24 budget which included Capital Improvement Program appropriations totaling **\$72,536,886** funded through **\$72,424,443** in new appropriations and **\$112,443** in net carry-forward appropriations from the 2022/23 capital budget supporting ongoing projects. In addition, the 2023/24 approved budget included capital plan expense items with appropriations totaling **\$1,379,500**.

The carry-forward appropriations included in the 2023/24 final budget approved on May 25, 2023 were limited to estimates of available General Fund appropriations supporting ongoing capital improvement and other projects funded in the prior fiscal year's budget.

Prior to 2021/22, the Board was asked to approve capital program carry-forward appropriations in conjunction with the approval of the annual budget, based on *estimates* of available funding expected to be remaining at the end of the fiscal year for specified projects. Starting with the adoption of the 2021/22 budget, Board action related to carry-forward appropriations has been deferred until early in the new fiscal year so that carry-forward appropriations are now based on *actual* funds available at the end of the fiscal year, rather than preliminary estimates.

III. DISCUSSION

This item recommends Board approval to carry-forward an additional **\$20,186,725** in available, unexpended 2022/23 capital budget appropriations to augment the 2023/24 budget for ongoing projects. Of this amount, a total of **\$14,202,265** represents encumbered appropriations as a result of executed contracts and purchase orders issued during 2022/23. The balance represents unencumbered appropriations for budgeted capital improvements, repair and maintenance projects, and equipment purchases that are planned to be implemented in the new 2023/24 budget.

Attachment A provides a listing of available 2022/23 capital budget appropriations recommended for carry-forward to the 2023/24 budget, totaling **\$18,440,942** across all funds. Attachment B provides a listing of available 2022/23 operating budget appropriations recommended for carry-forward to 2023/24 related to non-capital projects, in the amount of **\$1,745,783**.

The following table summarizes the recommended carry-forward appropriations from each category, across all funds:

Recommended FY 2022/23 Carry-Forward Appropriations

Fund	FY2022/23		Total FY2022/23 Carry-Forward Appropriations
	Capital Projects (Attachment A)	Expense Projects (Attachment B)	
100-000 General	\$ 89,387	\$ 32,762	\$ 122,149
100-380 Parks	71,633	34,333	105,966
200-000 Utility	14,693,903	1,247,176	15,941,079
300-320 Golf	1,530,684	47,543	1,578,227
300-330 Facilities	17,891	62,800	80,691
300-340 Ski	1,374,426	36,905	1,411,331
300-350 Recreation	92,628	13,332	105,960
300-360 CS Admin	-	33,644	33,644
300-370 Tennis	-	7,604	7,604
390-000 Beach	570,390	229,684	800,075
	<u>\$ 18,440,942</u>	<u>\$ 1,745,783</u>	<u>\$ 20,186,725</u>

Capital vs. Expense Items.

As part of the 2023/24 budget process, a total of **\$1,379,500** in project funding included in the capital plan was identified as operating expenses rather than capital assets to be depreciated. This includes funding for routine repairs and maintenance, individual items that fall below existing capitalization thresholds, and funds to support master plans and studies. These appropriations were budgeted as operating expenditures across applicable funds.

Of the carry-forward appropriation amount recommended for Board approval with this agenda item, **\$1,745,783** is supporting expenditures that do not meet capitalization criteria, and therefore will be appropriated to expense account codes within the 2023/24 budget.

Attachments:

- A) Recommended augmentations to the 2023/24 approved budget representing carry-forward appropriations for ongoing capital projects funded in the prior fiscal year.
- B) Recommended augmentations to the 2023/24 approved budget representing carry-forward appropriations for ongoing non-capital projects funded in the prior fiscal year.
- C) Project "Status" Definitions

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Attachment A

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Final Budget	807 Approved Carry Forward (8/31/22)	Cancelled	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status (6/30/23)	Recommended Carryforward	Encumbrance	
General Fund Accounting/Information Systems	10990E1401		Replace Xerox Printer	-	-	-	-	-	24,197	24,197	-	Completed	-	-	
	1213B02106		Network Closet Updates (HVAC)	15,000	-	-	-	-	15,000	-	15,000	Delayed	15,000	-	
	1213CE2101		Power Infrastructure Improvements	78,000	-	-	-	-	78,000	-	78,000	Completed	-	-	
	1213CE2102		Network Upgrades - Switches, Controllers, WAP	285,000	-	-	-	(24,197)	260,803	25,772	285,575	In Progress	48,387	48,387	
	1213CE2104		Fiber Installation/Replacement	25,000	-	-	-	-	25,000	-	25,000	Delayed	25,000	-	
	1213CE2105		Security Cameras	100,000	-	-	-	-	100,000	92,659	7,341	Completed	-	-	
	1315CO1801		HRIS, Payroll, & Finance Software Implementation	503,000	-	-	-	-	503,000	438,881	64,119	Xfer to Operating	89,387	49,387	
			Sub-Total												
	General	4378L12104		IVGD Community Dog Park	100,000	-	-	-	-	100,000	573	99,427	Ongoing	-	-
		1099CE2201	CE23100100	Board Meeting - Technology Upgrades	30,000	-	-	-	-	30,000	3,095	26,905	In Progress	-	-
				Sub-Total	130,000	-	-	-	-	130,000	3,668	126,332		-	-
				Total General Fund	633,000	-	-	-	-	633,000	442,549	190,451		89,387	49,387
	Utilities Public Works Shared	2097CO2101		Public Works Billing Software Replacement	-	20,000	-	-	-	20,000	-	20,000	Delayed	20,000	-
2097HE1725			Loader Tire Chains - 2 sets	-	20,000	-	-	6,352	13,648	-	26,352	In Progress - On Order	26,352	26,352	
2097HE1729			2002 Caterpillar 950G Loader #523	-	265,000	-	(196,382)	6,352	69,668	-	258,648	In Progress - On Order	225,000	225,000	
2097HE1730			2003 Caterpillar 950G Loader #525	-	265,000	-	-	(6,352)	258,648	-	258,648	In Progress - On Order	225,000	225,000	
2097LE1720			Snowplow # 300A	-	19,000	-	-	-	19,000	-	19,000	In Progress	19,000	19,000	
2097LE1721			Snowplow # 307A	-	19,000	-	-	-	19,000	-	19,000	In Progress	19,000	19,000	
2097LI1701			Pavement Maintenance, Reservoir 3.1, WPS 4-2/5-1	90,000	-	-	-	-	90,000	-	90,000	In Progress	19,000	19,000	
2097LE2221			Medium Duty Truck Plow	16,500	-	-	-	-	16,500	16,564	(64)	In Progress	220,000	220,000	
2097LV2220			Chevy 1/2-Ton Pickup Truck	37,200	-	-	-	-	37,200	37,166	34	Completed	-	-	
			Sub-Total	143,700	738,000	-	-	-	881,700	53,730	827,970			754,352	476,352
Water		2299D11707		Burnt Cedar Water Disinfection Plant Emerg. Generator Fuel Tank	-	137,429	-	(196,382)	137,429	14,766	122,663	In Progress - Multi Year	122,663	6,663	
		2299WS1705		Watermain Replacement - Crystal Peak Road	1,500,000	68,642	-	-	1,372,260	915,764	456,496	456,496	In Progress - Multi Year	456,496	418,748
		2299WS1802		Watermain Replacement - Alder Avenue	65,000	-	-	-	65,000	1,731	63,269	In Progress - Multi Year	63,269	7,000	
	2299WS1706		Watermain Replacement Slot Peak Ct	50,000	72,230	-	-	72,230	25,306	46,924	Completed	-	-		
	2299D11102		Water Pumping Station Improvements	25,000	-	-	-	25,000	33,565	16,435	Ongoing	16,435	23,000		
	2299D1401		Burnt Cedar Water Disinfection Plant Improvements	55,000	19,208	-	-	44,208	44,208	-	55,000	Ongoing	44,208	12,807	
	2299CO2203	SW23200100	LIMS Software	1,695,000	297,509	-	(196,382)	1,796,127	991,132	804,995	See Footnote 1	55,000	55,000		
			Sub-Total	1,695,000	297,509	-	(196,382)	1,796,127	991,132	804,995			757,758	468,218	
Sewer	2524SS1010		Effluent Pipeline Project	10,000,000	2,069,507	-	1,936,993	14,006,500	6,277,509	7,778,591	7,778,591	See Footnote 2	7,778,591	10,182,490	
	2599SS2010		Effluent Pond Lining / Storage Tank	3,000,000	1,069,185	-	-	4,069,185	573,443	3,495,742	3,495,742	See Footnote 3	3,495,742	724,406	
	2599D11703		Sewer Pump Station #1 Improvements	500,000	1,038,370	-	-	1,538,370	10,759	1,527,611	1,527,611	In Progress	1,527,611	-	
	2599D11104		Sewer Pumping Station Improvements	50,000	-	-	-	50,000	24,700	25,300	25,300	Ongoing	32,248	14,885	
	2599SS1102		Water Resource Recovery Facility Improvements	100,000	86,607	-	-	186,607	94,046	92,561	92,561	Ongoing	92,561	40,040	
	2599SS1103		Wetlands Effluent Disposal Facility Improvements	100,000	173,523	-	-	273,523	18,483	255,040	255,040	In Progress	255,040	200,524	
	2599SS2107		Update Camera Equipment	60,000	49,465	-	-	109,465	10,535	98,930	98,930	Completed	-	-	
			Sub-Total	13,750,000	4,497,191	-	1,936,993	20,184,184	6,998,805	13,185,379	13,181,793	Completed	13,181,793	11,162,345	
			Total Utilities	15,586,700	5,532,700	-	1,740,611	22,865,011	8,043,667	14,821,344	14,689,903		14,689,903	12,106,915	

Capital Improvement Projects Report to the Board of Trustees

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Attachment A

Fund / Dept. Div.	Project #	Project Title	FY2022/23 Final		807 Approved Carry Forward	FY2022/23 Expenditures	FY2022/23 Amended		Available Budget	Project Status (6/30/23)	Recommended Carryforward	Encumbrance
			Budget	Reallocation			Budget	Budget				
Community Services Funds												
Championship Golf												
	3141L1202	Cart Path Replacement - Champ Course	55,000		114,667	5,716	169,667	163,951		In Progress	163,951	
	3141L1888	Championship Golf Course Electric Cart Fleet and			533,360	533,360	533,360	-		Completed	-	
	3153B02001	Recoat Chateau F&B Grill and Catering Kitchen Floors	39,700				39,700	39,700		Delayed	39,700	
	3142LE1741	2016 Bar Cart #724	20,000				20,000	20,000		In Progress - On Order	20,000	20,000
	3142LE1742	2016 Bar Cart #725	20,000				20,000	20,000		In Progress - On Order	20,000	20,000
	3142LE1744	2014 Toro Tri-Plex Mower 3250D #694			42,781		42,781	42,781		In Progress - On Order	42,781	42,781
	3142LE1745	2017 Toro 3500D Mower #743			36,184		36,184	36,184		In Progress - On Order	36,184	36,184
	3142LE1746	2012 JD 8500 Fairway Mower #670			93,486		93,486			Completed		
	3142LE1747	2011 Toro Groundmaster 4000D #650			66,211		66,211	66,211		In Progress - On Order	66,211	66,211
	3142LE1750	2013 JD 3235 Fairway Mower #685	98,000		40,028		40,028	98,000		In Progress - On Order	97,467	97,467
	3142LE1759	2014 3500D Toro Rotary Mower #693			20,000		20,000	(1,486)		Completed		
	3143GC2002	Replacement of 2010 John Deere 8500 #641	92,000				92,000	15,766		In Progress	5,000	
	3143GC2002	Replacement Ball Machine	20,000		4,234		20,000	15,766		In Progress	5,000	
	31990E1501	Championship Golf Printer Copier Replacement	10,000				10,000	10,000		In Progress - On Order	6,419	6,419
		Sub-Total	334,700		946,717		1,281,417	511,107			497,713	289,062
Mountain Golf												
	3241L2001	Mountain Golf Cart Path Replacement - Phase II	1,100,000			99,860	1,100,000	1,000,140		In Progress	1,000,140	416,640
	3241GC1004	Irrigation Improvements	18,000			785	18,000	17,215		In Progress	12,831	
	3242LE1726	2016 Bar Cart #726	20,000				20,000	20,000		In Progress - On Order	20,000	20,000
		Sub-Total	1,138,000			100,645	1,138,000	1,037,355			1,032,971	449,471
Facilities												
	3351B01703	Aspen Grove Outdoor Seating BBQ and Landscaping	10,000		10,000		20,000	17,891		Delayed	17,891	
		Sub-Total	10,000		10,000	2,109	20,000	17,891			17,891	
Ski												
	3453B01806	Base Lodge Walk in Cooler and Food Prep (Kitchen) Reconfiguration	110,000		31,338		619,955	584,160		In Progress	584,160	516,390
	3462HE1702	Lakeview Ski Lift Maintenance and Improvements	18,000		1,613		18,000	(2,635)		Completed		
	3462HE1701	Lodgepole Ski Lift Maintenance and Improvements	75,000				75,000	15,639		In Progress	15,639	61,371
	3462HE1712	Red Fox Ski Lift Maintenance and Improvements	75,000				75,000	63,441		In Progress - On Order	63,441	61,371
	3463HE1722	Loader Tire Chains (1-5et)			9,750		13,176	13,176		In Progress	13,176	13,176
	3463HE1723	2002 Caterpillar 950G Loader #524			265,000		261,574	261,574		In Progress - On Order	265,000	225,000
	3464LE1601	Ski Resort Snowmobile Fleet Replacement	17,000		14,295		31,295	14,391		Completed		
	3464LE1729	Snowplow #304A	19,000				19,000	19,000		In Progress	19,000	
	3464LE1734	2016 Polaris Ranger Crew #723	19,000				19,000	(384)		Completed		
	3464SHL002	Snowmaking Infrastructure Replacement						(3,227)		Completed		
	3467LE1703	Replace Child SK Center Surface Lift	10,000		10,000		10,000	6,400		Completed		
	3468RE0002	Replace Ski Rental Equipment	259,133		259,133		259,133	259,133		In Progress	131,880	131,880
	3469HE1740	14-passenger Van	125,000				125,000	125,000		In Progress	125,000	6,500
	3469B02101	Replace Ski Lodge Facility Equipment	49,000		115,000		115,000	113,973		In Progress	110,494	
	3453FF1706	Replace Main Lodge/Snowflake Lodge Dining Furniture and Fixtures	49,000		8,870		8,870	46,636		In Progress	46,636	
	34990E1502	Ski Services Printer/Copier	410,000				410,000	90,406		Completed		
	3499CE2201	Installation RFD - Software and Gantries	823,000		734,059		2,035,616	1,606,683		Completed	1,374,426	954,317
		Sub-Total	823,000		734,059		2,035,616	1,606,683			1,374,426	954,317
Parks												
	4378L12104	IVGID Community Dog Park						50,154		In Progress		
	4378L1604	Pump Track	10,000		78,196		10,000	10,000		In Progress		
	4378B02202	Skate Park Enhancement	10,000				10,000	11,000		Cancelled		
	4378LE1742	2015 Ball Field Groomer #706	70,000		24,000		70,000	8,633		In Progress	8,633	8,633
	4378LE2220	Toolbox with Bucket and Snowblower	50,000				50,000	63,000		In Progress	63,000	
	4378LV1734	2011 Pick-Up with Lift gate #646			45,166		45,166			Completed		
	4378LV1735	2005 Pick-up Truck 4x4 (1-ton) #654								In Progress		
		Village Green Drainage and Park Improvement Project								Completed		
	4378RS2103		130,000		20,000		130,000	20,000		Cancelled		
		Sub-Total	130,000		167,362		297,362	162,787			71,633	8,633

Capital Improvement Projects Report to the Board of Trustees

FY2022/23 CAPITAL IMPROVEMENT BUDGET

Attachment A

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Final Budget	807 Approved Carry Forward (8/31/22)	Cancelled	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status (6/30/23)	Recommended Carryforward	Encumbrance
Tennis	4588801604		Tennis Center Renovation											
Recreation Center														
	4884802201	BI23350100	Recreation Center Expansion Project	25,435,000		(24,348,044)		(38,009)	1,048,947	680,146	368,801	Cancelled/Complete		
	4884802202	BI23350300	Recreation Center Tennant Improvements					38,009	38,009	13,047	24,962	Cancelled/Complete		
	4899F1202	BI23350200	Rec Center Exterior Wall Waterproofing & French Drain	100,000					100,000	7,372	92,628	In Progress	92,628	5,850
	4884801804		Rec Center Locker Room Improvements	22,000	969,212				969,212	1,176,820	(207,608)	Completed		
	4886L0001		Chemtrol System for Recreation Center Pool Fitness Equipment	49,000					49,000	42,259	6,741	Completed		
			Sub-Total	25,606,000	969,212	(24,348,044)			2,227,168	1,919,644	307,524	Completed	92,628	5,850
Community Services Shared														
			Total											
			Total Community Services	28,041,700	2,827,350	(24,348,044)		(34,286)	6,995,563	3,356,216	3,643,347		3,087,262	1,707,333
Beaches														
	3970802601		Burnt Cedar Swimming Pool and Site Improvements		350,000			(44,872)	305,128	17,755	287,373	In Progress	175,000	75,928
	3972801501		Beaches Flatscape and Retaining Wall Enhancement and Replacement	55,000	110,000				165,000	5,824	159,176	Cancelled	-	
	3972802101		Ski Beach Boat Ramp Improvement Project	100,000					100,000	1,151	98,849	In Progress	98,849	
	3999801708		Ski Beach Bridge Replacement	120,000					120,000	-	120,000	See Footnote 4	120,000	
	3999F2201	FF23390100	Beach Furnishings	10,000				(10,000)	-	-	-	In Progress	-	
	3972802102		Beach Access Improvements	200,000	460,000			(54,872)	200,000	23,459	176,541	In Progress	176,541	
			Total Beaches	485,000					890,128	48,889	841,939		570,390	75,928
			Total All Funds	44,746,400	8,820,050	(24,348,044)		(58,298)	31,384,702	11,890,621	19,494,081		18,440,942	13,939,563

Footnote 1 - On hold until laboratory equipment is in place; software must match equipment

Footnote 2 - This is a multi-year project funding will be expended fall/winter of 2023

Footnote 3 - This is a multi-year project construction will begin May 2024 after USACE NEPA clearance

Footnote 4 - Grant in progress with Nevada Division of Wildlife; keeping in the budget pending grant outcome

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Final Budget	BOT Approved Carry Forward	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status	Recommended Carryforward	Final Carryover	Encumbrance
General Fund	12120E1701	EX23100100	Accounting Printer Replacement	8,400	-	-	-	8,400	-	8,400	In Progress	8,462	-	8,462
	1213CO1703		District Wide PC, Laptops, Peripheral Equipment and	75,000	-	-	-	75,000	60,915	14,085	Ongoing	-	-	47,592
			Total	83,400	-	-	-	83,400	60,915	22,485		8,462	-	56,054
			Total General Fund	107,700	-	-	-	107,700	60,915	46,785		32,762	-	56,054
Utilities Shared	49990E1399	EX23100200	Web Site Redesign and Upgrade	10,000	-	-	-	10,000	-	10,000	In Progress	10,000	-	-
	10999U1705		Pavement Maintenance - Administration Building	14,300	-	-	-	14,300	-	14,300	In Progress	14,300	-	-
			Total	24,300	-	-	-	24,300	-	24,300		24,300	-	-
			Total General Fund	107,700	-	-	-	107,700	60,915	46,785		32,762	-	56,054
Water	2097DI1401		Adjust Utility Facilities in NDOT/Washoe County Right	60,000	183,000	-	-	243,000	42,974	200,026	Ongoing	200,026	-	-
	2097LU1401		Pavement Maintenance, Utility Facilities	180,000	141,495	-	-	321,495	48,405	273,090	In Progress	273,090	-	-
	49990E1399	EX23100200	Web Site Redesign and Upgrade	10,000	-	-	-	10,000	-	10,000	In Progress	10,000	-	-
	NEW	EX23200200	Rain Gutters, Garage Door Openers, Drainage, Heat	100,000	-	-	-	100,000	-	100,000	In Progress	100,000	-	-
Sewer	NEW	EX23200300	Utility Infrastructure Masterplan	500,000	-	-	-	500,000	57,559	442,441	In Progress	442,441	-	-
	Total			850,000	324,495	-	-	1,174,495	148,938	1,025,557		1,025,557	-	-
	2299DI1103		Replace Commercial Water Meters, Vaults and Lids	40,000	-	-	-	40,000	4,663	35,337	Ongoing	35,337	-	15,350
	2299DI1204		Water Reservoir Coatings and Site Improvements	60,000	25,000	-	-	85,000	13,973	71,027	In Progress	71,027	-	15,350
Community Services	2599BD1105X		Building Upgrades Water Resource Recovery Facility	30,000	5,600	-	-	35,600	2,269	33,331	Ongoing	33,331	-	-
	2599SS1203X		Replace & Refine Sewer Mains, Manholes and	55,000	-	-	-	55,000	14,876	40,124	Ongoing	40,124	-	-
	NEW	EX23200400	Effluent Pipeline Repairs	100,000	-	-	-	100,000	-	100,000	Ongoing	41,800	-	41,800
	Total			185,000	5,600	-	-	190,600	17,145	173,455		115,255	-	41,800
		Total Utilities	1,135,000	355,095	-	-	1,490,095	184,719	1,305,376		1,247,176	-	57,150	
Mountain	3141GC1103		Irrigation Improvements	15,000	-	-	-	15,000	12,206	2,794	In Progress	16,925	-	-
	3141LU1201		Pavement Maintenance of Parking Lots - Champ	25,000	17,500	-	-	42,500	25,575	16,925	In Progress	16,925	-	-
	Total			40,000	17,500	-	-	57,500	37,781	19,719		16,925	-	-
	3241GC1101		Mountain Course Greens, Trees and Bunkers	8,000	-	-	-	8,000	3,194	4,806	In Progress	4,806	-	-
Facilities	3350BD1103		Chateau - Replace Carpet	49,500	-	-	-	49,500	55,942	(6,442)	Completed	-	-	-
	3350BD1506		Paint Exterior of Chateau	22,300	2,900	-	-	25,200	-	22,300	In Progress	22,300	-	-
	3350BD1803		Replace Carpet in Chateau Grill	2,090	-	-	-	2,090	-	2,090	Completed	-	-	-
	3351BD1501		Aspen Grove Replace Carpet	40,500	3,880	-	-	44,380	-	40,500	Delayed	40,500	-	-
Ski	Total			90,000	28,270	-	-	118,270	56,350	61,920	Completed	62,800	-	-
	3469LU1105		Pavement Maintenance, Diamond Peak and Ski Way	75,000	25,000	-	-	100,000	80,960	19,040	In Progress	19,040	-	67,206
	3499BD1710		Diamond Peak Facilities Flooring Material	20,000	35,603	-	-	55,603	37,738	17,865	In Progress	17,865	-	-
	Total			95,000	60,603	-	-	155,603	118,698	36,905		36,905	-	67,206
Parks	4378BD1604		Resurface and Coat Preston Park Bathroom, Mech.	2,100	-	-	-	2,100	-	2,100	In Progress	2,100	-	-
	4378BD2001		Grout Repair Upstairs Parks Office & Tile Replace	10,000	10,000	-	-	20,000	-	10,000	Cancel	-	-	-
	4378LU1303		Pavement Maintenance, Village Green Parking	5,000	-	-	-	5,000	10,434	(5,434)	Completed	-	-	-
	4378LU1602		Pavement Maintenance, Overflow Parking Lot	5,000	5,000	-	-	10,000	1,610	10,890	In Progress	10,980	-	-
Tennis	4378LU1802		Pavement Maintenance - Incline Park	6,000	-	-	-	6,000	890	9,110	In Progress	9,110	-	-
	4378RS1601X		Playground Repairs - Preston	7,500	-	-	-	7,500	13,500	12,143	In Progress	12,143	-	-
	Total			28,500	32,100	-	-	60,600	14,291	46,309	Cancel	34,333	-	-
	4588LU1201		Pavement Maintenance, Tennis Facility	5,000	5,000	-	-	10,000	2,396	7,604	In Progress	7,604	-	-
Rec Center	Total			5,000	5,000	-	-	10,000	2,396	7,604		7,604	-	-
	4884LU1102x		Pavement Maintenance, Recreation Center Area	7,500	7,500	-	-	15,000	1,668	13,332	In Progress	13,332	-	-
Total			7,500	7,500	-	-	15,000	1,668	13,332		13,332	-	-	

Incline Village General Improvement District Capital Improvement Projects Report to the Board of Trustees

FY2022/23 CAPITAL PLAN - EXPENSE ITEMS

Fund / Dept. Div.	Project #	New TYLER Project #	Project Title	FY2022/23 Final Budget	8/31/2022 Carry Forward	Adjustments	Reallocation	FY2022/23 Amended Budget	FY2022/23 Expenditures (6/30/23)	Available Budget	Project Status	Recommended Carryforward	Final Carryover	Encumbrance
CS-Admin	49990E1399	EX23100200	Web Site Redesign and Upgrade	20,000	79,990			99,990	66,346	33,644	In Progress	33,644		
	Total			20,000	79,990			99,990	66,346	33,644		33,644		
			Total Community Services	306,500	248,363			554,863	304,812	250,051		236,161		95,561
Beaches														
	3972BD1301X		Pavement Maintenance, Ski Beach	15,000	8,500			23,500	1,556	21,944	In Progress	21,944		
	3972BD1707		Burnt Cedar Dumpster enclosure		27,648			27,648	-	27,648	Cancelled			
	3972BD2102		Beach Access Improvement Project		40,775			40,775	69,901	(29,126)	In Progress			16,899
	3972FF1704		Beach Furnishings		21,000		10,000	31,000	-	31,000	In Progress - On Order			31,000
	3970BD2601		Burnt Cedar Swimming Pool and Site Improvements				44,872	44,872	29,785	15,087	In Progress			15,087
	3972L11201		Pavement Maintenance, Incline Beach	6,500	6,500			13,000	3,210	9,790	In Progress			9,790
	3972L11202X		Pavement Maintenance, Burnt Cedar Beach		24,800			24,800	1,142	23,658	In Progress			23,658
	3972RS1701X		Playground Repairs - Beaches	7,500	-			7,500	-	7,500	Cancelled			
	3973L11302		Incline Beach Facility Replacement		100,000			100,000	25,760	74,240	In Progress			74,240
	3999DI1706		Burnt Cedar Beach Backflow Device Replacement	55,000				55,000	1,035	53,965	In Progress			53,965
	Total			84,000	229,223		54,872	368,095	132,388	235,707		229,684		6,038
Grand Total				\$ 1,633,200	\$ 832,681		\$ 54,872	\$ 2,520,753	\$ 682,834	\$ 1,837,919		\$ 1,745,783		\$ 262,703

Attachment C

IVGID Capital Improvement Project Reporting

Definitions for Status Terms

- Added – An unbudgeted project that meets capital improvement criteria and established after the start of the fiscal year.
- Cancelled – A project that was scheduled but is no longer being considered for construction or acquisition.
- Carried Over – A project re-scheduled to another fiscal year and has had its remaining budget updated.
- Completed – A project that has finished all phases and is set up as a capital asset.
- Delayed – A project timeline extended for either for a change in scope of work or the conditions without adjustment to its budget.
- In Progress – A project which is not completed and may incur additional costs.
- In Progress – On Order – A project which is in progress and materials/equipment has been ordered but the project is not yet completed.
- In Progress - Multi-Year – A project that has been started and was scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Multi-Year – A project scheduled to be executed over multiple fiscal years to facilitate each phase (pre-design, design and construction or acquisition).
- Ongoing – A project that represents a continuous flow of rehabilitation or renewal of an operating system with added revenues and costs over time.
- Opened Early – A scheduled project that starts ahead of plan due to a change in conditions or assumptions.
- Postponed – A project with some reason to not be active but is still intended to be executed at some future time.
- Reallocation – A project added or altered by the addition of spending authority from a specified completed or cancelled project from the same fiscal year.
- Xfer to Operating – A project that will be transferred to the capital plan – expense items.

MEMORANDUM

TO: Board of Trustees

FROM: Matthew Dent
Chair

Josh Nelson
General Counsel

SUBJECT: Review, discuss, and provide direction on redactions for pending public records requests

RELATED STRATEGIC PLAN INITIATIVES: Long Range Principle #7 Governance

RELATED DISTRICT POLICY: Policy and Procedure No. 137/Resolution No. 1801 (Policy for the Provision of Records and Information to the Public)

DATE: October 25, 2023

I. RECOMMENDATION

That the Board of Trustees review, discuss, and provide direction on redactions for pending public records requests.

II. BACKGROUND

Attached is a list of the pending public records redactions since our last report.

III. FINANCIAL IMPACT AND BUDGET

No direct impact by this item.

IV. ALTERNATIVES

Below is an alternative to the recommended action:

1. Discontinue or modify the proposed reporting for public records.

V. BUSINESS IMPACT

This item is not a "rule" within the meaning of Nevada Revised Statutes, Chapter 237, and does not require a Business Impact Statement.

VI. ATTACHMENTS

N/A

Date of Request	Requestor	Request	Dated Responded	Dated Records Provided	Exemption Applied and Rationale
09/24/2023	Cliff Doblér	Silver State Law Invoices	10/04/2023	10/04/2023	The invoices included attorney-client privileged information. Redactions were applied narrowly consistent with past Board direction.

BOARD OF TRUSTEES LONG RANGE CALENDAR

November 8	
Finance	Contract: Forensic Audit
Marketing	Report: IVGID Magazine – survey results
BOT	Policy: Discussion on Creating a Policy on Language i.e. Spanish, Italian, Polish, etc. (Tonking)
BOT	Practice: All-you-can-play golf pass review
PW	Agreement: SPS #1 Construction Contract Approval & Award
PW	SPS #5 and Manhole Recoating
PW	Agreement: Reservoir 3-1 WPS 4-2/5-1 Road – Approve & Award Design Contract
SKI	Agreement: Agreement for Procurement of 14-Passenger Shuttle Van
SKI	Agreement Amendment Between District Ski area and Hyatt Corp
	Staff Report Parks and Recreation

December 13	
PW	Easement: SPS #5 Easement
PW	Contract: Burnt Cedar Emergency Fuel Tank Replacement
Board Advisory Golf Committee	Report: Golf Advisory Committee initial findings/recommendations (without financials)
PW	Agreement: Centrifuge Reconditioning Approval & Award
PW	Agreement: Skate Park Design/Build Award with a stop at 30%, and return to the BOT, to review the two options (spend \$250K or spend \$500K)
PW	Agreement: Incline Beach House Design/Build Award with a stop at 30%, and return to the BOT to select the preferred design option
PW	Approval of SRF Funding for GMP2 of the Effluent Export Line
PW	GMP2 Contract Award with Granite Construction for Effluent Export Line

JANUARY 2024	
PW	Procurement: Lab Equipment

PARKING LOT ITEMS

Date of Request	Item	Requester	Status/Notes	Date Completed
1/18/21	Possible discussion on IVGID needs as it relates to potential land use agreement with DPSEF	Trustee Schmitz	DPSEF continues to have discussion amongst themselves about this item	
11/3/21	Request that the Board discuss a strategy for dealing with e-mails and correspondence that the Board receives. Need to have a strategy and approach on who responded – come up with a consensus by the Board on who responds.	Trustee Schmitz	Related to Policy 20.1.0. Follow up with District Counsel Nelson <i>Trustee Noble is responding to each correspondence.</i>	
Unknown	Next step on Diamond Peak parking lot/Ski Way – Staff added reminder	GM DPSR Bandelin		
Unknown	Modifications to current budget to reflect grant funding and cost sharing on Effluent Tank	Director of Public Works		Completed 5/25/2023
Unknown	Liaisons with Washoe County	Trustee Schmitz		
2/8/23	Capitalization Policy	Trustee Schmitz		
2/8/23	Update on Snowflake Lodge	Trustee Noble		
2/8/23	Workforce Housing for Seasonal Employees	Trustee Noble	Staff to share with Trustee Noble the current situation.	
4/5/23	Policy 16.1 – Recreation Roll	Trustee Schmitz		
4/5/23	Punch Card Recommendations	Trustee Schmitz		

BOARD OF TRUSTEES LONG RANGE CALENDAR

Date of Request	Item	Requester	Status/Notes	Date Completed
4/5/23	Review policy re: use of procurement cards	Trustee Tulloch		
5/25/23	Family tree (Ordinance 7) review	Trustee Schmitz		
5/25/23	Two (2) Policy 20.1.0 on the website	Trustee Schmitz	This is correct and it will be corrected when one of these policies comes before the Board	
5/25/23	Pyramid (within Practice 6.1.0) – The Board never discussed how our venues fit into the practice	Trustee Schmitz	<i>Will be on the 9/27/2023 agenda</i>	
5/25/23	Do a survey for the IVGID Magazine to see if there is value in producing a paper copy and mailing	Trustee Schmitz	<i>The survey remains open until 10/31. A report will be made in Nov or Dec.</i>	
06/14/23	Clarification on Scope #3 (IT) with Moss Adams	Trustee Schmitz	<i>RFP out; bids due back 10/4</i>	
06/14/23	Skate Park update	Trustee Schmitz	<i>Plan is to send the RFP out for skate park design build contractors in October and be able to go back to the Board for selection in December</i>	
06/14/23	Discuss the possibility of scheduling a community Town Hall or perhaps having a 30-minute social half hour before each Board meeting	Trustee Schmitz	<i>Will discuss at the 9/27 Board meeting – Trustee Tonking to prepare the memorandum.</i>	
06/28/23	Review and Possible Approval of Revisions to Policy 2.1.0	GM Bandelin		
Date of Request	Item	Requester	Status/Notes	Date Completed

BOARD OF TRUSTEES LONG RANGE CALENDAR

06/28/23	Review CIP Roles & Responsibilities (Policies 12.1, 13.1 and Practice 13.2)	GM Bandelin		
Date of Request	Item	Requester	Status/Notes	Date Completed
06/28/23	Chairman Dent to propose 2 days for a Trustee Forum	Chairman Dent		
06/28/23	Redactions – needs a legal non-meeting as a Trustee requested that the PE's be made public	Chairman Dent		
07/12/23	Waste Management	Trustee Schmitz		
07/12/23	Strategic Plan	Trustee Tulloch	October	
07/12/23	Writing a letter to schools regarding programs	Chairman Dent		
07/26/23	Update on Food and Beverage (from 7/26/2023 meeting)	GM Bandelin	<i>Will come before the Board before year end.</i>	
08/01/23	General Fund Augmentation including public hearing	GM Bandelin/Interim Director of Finance Magee	<i>Will be scheduled for January or February 2024</i>	
08/09/23	5-year Capital Improvement Plan (CIP)	Trustee Schmitz/Tulloch		
08/09/23	UNR and Washoe County BOT's Additional Training	Trustee Tonking	<i>Date to be determined after 2nd training is rescheduled</i>	
08/09/23	Revise State Budget Forms (if needed)	GM Bandelin/Interim Director of Finance Magee	<i>Will be agendized at the appropriate time</i>	

CONTRACTS REVIEWED BY TRUSTEE SCHMITZ PER POLICY 3.1

Date of Requested Review	Vendor	SOW	Type	Date of Contract	Date of Vendor Signature	Amount	Status
10/17/2023	Mann Built Construction	SPS#8	new - T&M - charged to NDOT ROW realignment	10/17/2023	No Date	\$8,000	Appears to have the same error - section 3.2 references Exhibit B as 'plans and specification', yet Exhibit B is Requirements for Construction Manual. Same error as prior Mann Construction contract reviewed on 10/12; Additionally, 3.7.1 b incorrectly refers to Exhibit B as the rate schedule which is Exhibit C.
10/12/2023	Resource Concepts	extend terms to 12/13/2023	amendment	10/3/2023			The amendment had a date that was backdated as a reference because the original contract was backdated. The original contract reads 12/14/2022. but was backdated to 12/5/2022
10/12/2023	Resource Concepts	extended terms through 10/31/2023	amendment	10/3/2023			The amendment had a date that was backdated as a reference because the original contract was backdated. The original contract was on 12/14/2022 but was backdated to 12/5/2022
10/12/2023	Mann Built Construction	Burnt Cedar RFID earthwork	new	10/10/2023	10/11/2023	\$10,500	There was an error and a reference to Exhibit B as plans and specs, but was the fee schedule.

10/12/2023	E-Z-Go Textron	routine maintenance of 58 golf carts	PO	10/10/2023		\$11,160	Fleet no longer does this maintenance
10/10/2023	Frontier Advisors	Nolan Umana services - MD&A for ACFR	new - T&M	10/10/2023	0/10/2023	\$6,000	the exhibit referred to the MD&A for CAFR, was changed to ACFR. Dates also required changes.
9/27/2023	GSO3 Services, LLC	annual service and calibration of ozone analyzer	PO	NO DATE on PO	9/22/2023	\$15,850	PO has amount for travel and a blanket \$4500 for parts. * on page not defined but upon question an email was received to state it meant receipts would be provided
9/26/2023	Kodiak Roofing	repair of Mountain Course Roof - covered by insurance	new	NO DATES	none provided	\$80,125	Who had signing authority? Who tracks insurance payment?
9/26/2023	DOWL, LLC	surveying services, Alder Ave.	new	9/25/2023	9/26/2023	\$12,881	OK
9/25/2023	DOWL, LLC	SPS#1 project	amendment 1 - code issues with electrical original DATED 6/29/23	8/31/2023	9/21/2023	\$17,250	Is this another backdating? The original contract was for \$33K so what was the budget?
9/13/2023	LA Perks	DP work for diesel use	PO - No Date on PO	No Date	No Date	\$16,404	OK other than no dates
9/13/2023	Armac	pavement maintenance	new	No Date		\$17,635	OK
9/1/2023	Lumos	Tahoe Resort capacity analysis	amendment 1	8/31/2023	9/1/2023	\$5,000	fees to be reimbursed by developer

9/1/2023	Lumos	Tahoe Resort sewer evaluation	amendment 2	8/31/2023	9/1/2023	\$21,300	The amendment was incorrectly referred to as Amendment 1 (corrected). No fee schedule included in the contract with Task #4 being T&M. Fees to be reimbursed by developer
8/30 (BOT), then again upon request to sign, 9/11 and 9/12	TechnoAlpin	DP Snowmaking Equipment purchase	\$413,169.22	9/12/2023	8/9/2023		This contract had many errors that were discovered to be introduced when converting to a .pdf. NOTE Noble AND the Vendor and Legal Counsel signed PRIOR to the final contract indicating the SIGNATURE PAGE WAS SWAPPED.
7/31/2023	Tobey Consulting Group	structural engineering work for Mountain Course Roof at entry repair	NEW - template used	7/31/2023	not signed	\$11,600	Required rework. Exhibit B was referenced, but not included. The reference to Exhibit B was removed.
7/31/2023	Walsh Odyssey Engineering	survey for Reservoir 3-1	NEW - template used	7/31/2023	not signed	\$3,600	Good - Exhibit A called out
7/31/2023	Walsh Odyssey Engineering	survey for skate park	NEW - template used	7/31/2023	not signed	\$4,300	Good - Exhibit A called out
7/31/2023	Black Eagle Consulting	GeoTechnical Investigation for Reservoir 3-1	NEW - template used	7/31/2023	not signed	\$6,400	Contract required modification to the Scope of Work to call out Exhibit A, the costs for the work.
7/18/2023	Q & D Construction	IVGID utility relocation in NDOT ROW	NEW - template used	7/17/2023	7/17/2023	\$36,500	

5/15/2023	FW Carson	replace lateral water main prior to NDOT curb work beginning on 5/18/2023	NEW	5/15/2023	none provided	#####	Work Complete
5/13/2023	HERO Environmental	Hazardous Materials Collection services	New - Renewed	4/11/2023 - 11/15/2023	4/4/2023	#####	Approved after adding language to the agreement and the confidentiality agreement for assigned employees to include reference to IVGID's whistleblower policy and process
4/27/2023	Jacobs Engineering	On-Call Engineering Services	UPDATED contract form from CH2M from 2009	Not Included	none provided	Not to exceed \$20,000	This was my request to have the contract form brought up to date.
3/23/2023	Diamond Peak Reciprocal Agreement	Form for use between resorts	2023-24 season	2023-24 ski season - form			
3/3/2023	CH2M, Inc.	technical services from 1-31-2023 through 12-31-2023 - see attached SOW	On-Call Professional Services Agreement Task Order 27, dated July 31, 2009, and as amended by Task Order 27.1 dated February 10, 2020 and Amendment 2 dated February 16, 2022	3-Mar-23	N/A	using unused funds of \$18,141.25 from prior contract	Awaiting answers as to why this is back dated and the review of the original 2009 and 2/2022 contracts for which funds are being used for this effort. Legal counsel was asked why this contract hasn't been converted to the new template.

2/16/2023	DOWL	pond project field survey	NEW	2/14/2023	none provided	\$3,160	approved with SOW language change from 'effluent export line' to 'effluent export storage tank'
1/30/2023	LSC	Traffic Study	NEW	1/9/2023	1/17/2023	\$39,550	approved with budget verification
1/30/2023	Brown & Read Engineering	Change of completion to May 30, 2023 - Replacement of WRRF	Amendment	1/5/2022	1/26/2023	No Charge	approved
1/30/2023	Farr Engineering	Undefined additional work	Amendment	10/13/2022	1/23/2023	\$10,000	not approved - advised staff to make use of specific change orders for clarity and defined scope
1/30/2023	Jacobs Engineering	Extend completion date to 7/1/2023 for the 100% design of pond lining project completion	Amendment	6/9/2021	1/13/2023	No Charge	approved