Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST

Company Name: **The Toro Company**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.23.2/8	"Vendor assumes all responsibilities for the equipment/products/services and actions of any such subcontractor"	We request that the words "services and actions" removed	Accepted
3.31/9	We request to add to the first sentence as shown in "Exception"	..."AND RELATED SERVICES, industry to the extent they are generally understood"...	Accepted
3.31/9	We request to replace the word "required" in the last sentence as shown in 'Exception"	..."their warranties and assurances are understood to meet and/or exceed"	Rejected
3.35/10	We request to change the first sentence as shown in "Exception"	"The Proposer warrants that it believes all products, equipment, supplies, and services delivered under this Contract are covered by warranty as good or better than the average warranty in the industry"	Rejected
5.35.2/17	"Price increase must not exceed the industry standard"	We request to delete this sentence	Accepted
7.16/27	The second sentence in the paragraph	We request to delete the word 'litigation'. As well as add "or any litigation that may affect vendor's ability to perform under the contract." to the end of the sentence.	Accepted
8.18/29	Changes to the last sentence	Replace "forty-eight (48) hours" with "ninety-six (96) hours"	See below
Form C	Add to the last sentence	"if any exceptions are not accepted, Vendor has the right to decline to enter into the contract."	Accepted
Form D	Changes to the last sentence of the paragraph	Change the beginning of the sentence to read, "Except as otherwise stated in the exceptions to proposal or other portions of the contract, Proposer further understands..." Also insert words to the last sentence as follows, "...Proposer accepts responsibility for any equipment or products subcontractors used..."	Accepted
Form F	Section 8. add to the sentence	"...NJPA takes to uphold such a data designation so long as (a)Proposer requested the designation, and (b) NJPA obtained Proposers prior approval before incurring the expense. "	See Below

Proposer's Signature: _____ **Date:** June 13, 2017

NJPA's clarification on exceptions listed above:

8.18. The proposed exception is not accepted to ensure uniformity among all proposer responses which may result in an awarded NJPA Contract.

Form F. Accepted with the understanding that NJPA is a public entity governed under the Minnesota Data Practices law, Minnesota Statutes Chapter 13, and will accept so long as it is not contrary to the referenced law.

Review and Approved:
8/14/17
NJPA Legal Department

Contract Award
RFP #062117

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES

In compliance with the Request for Proposal (RFP) for GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: The Toro Company Date: 6-13-2017

Company Address: 8111 Lyndale Ave. S.

City: Bloomington State: MN Zip: 55420

Contact Person: Brad Hamilton Title: Vice President, Commercial

Authorized Signature: Brad Hamilton Brad Hamilton
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-TTC
Proposer's full legal name: The Toro Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-TTC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name The Toro Company

Authorized Signatory's Title Vice President + General Manager

VENDOR AUTHORIZED SIGNATURE

Bradley Hamilton
(NAME PRINTED OR TYPED)

Executed on Aug 28, 2017

NJPA Contract # 062117-TTC

Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.

2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.

3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.

4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.

5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.

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

7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: The Toro Company

Address: 8111 Lyndale Ave S.

City/State/Zip: Bloomington, MN 55420

Telephone Number: 952-887-8694

E-mail Address: brad.hamilton@toro.com

Authorized Signature: Brad Hamilton

Authorized Name (printed): Brad Hamilton

Title: Vice President / General manager

Date: June 13, 2017

Notarized

Subscribed and sworn to before me this 13th day of June, 20 17

Notary Public in and for the County of Dakota State of MN

My commission expires: 1/31/2021

Signature: Mark J Bailey

MARK J BAILEY
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2021

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: The Toro Company

Questionnaire completed by: Pete Whitacre

Payment Terms and Financing Options

1) 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.

2) 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?

Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.

Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. 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 stream line the process for our tax exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.

Based on tax-exempt pricing($1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 450 basis points (BPS) over the like term US treasuries (as published by the US Federal Reserve Statistical Release H.15). Individual transaction pricing will be priced to the market based on specific transaction details.

For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.

In Canada, Toro's distributors hold direct relationships with financial institutions.

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.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

NJPA members may submit purchase orders directly to an authorized Toro distributor/dealer. NJPA members can contact Toro directly to verify a specific dealer, or confirm online at www.toro.com/locator.

Toro will encourage and incent our authorized distributors/dealers to provide contract pricing to NJPA members at the agreed upon price, but cannot guarantee that the Toro dealer will participate in the program.

Toro distributors/dealers supporting the NJPA contract will receive rebates from Toro for equipment sold under the NJPA contract to NJPA members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive their rebate. This information will be shared with NJPA directly from Toro on quarterly basis. Below are examples of our standard tracking reports.

SAMPLE QUARTERLY SALES REPORT TO NJPA

NJPA Sales
For Quarter XX

Agency Number	Customer Name	Program Customer Name	City	Region	Zip Code	Issue/Paid Date	Award	Admin Fee
we require this number from our dealers/distributors	Toro dealer/distributor Name	Agency Name				Invoice date	Purchase amount	fee paid to NJPA

SAMPLE OF TORO SALES REPORT BY CUSTOMER

Example Report of City of Staples Spend

Dist ID	Ship to Customer	FY	Invoice Date	Invoice Number	Material / Description	Retail Qty	Price
420	City of Staples	2017	9/15/2017	1465124-00	03710 - 27" HD 8 BLD DPA CU	5	$15,745
420	City of Staples	2017	9/15/2017	1465124-00	03780A - *OBS* REELMASTER 7000-D [T4F, US]	1	$48,999
420	City of Staples	2017	9/15/2017	1465124-00	30552 - UNIVERSAL SUNSHADE-RED	1	$565
420	City of Staples	2017	9/15/2017	1465124-00	03716 - 27" HD VERTICUTTER CU	5	$10,495
420	City of Staples	2017	9/15/2017	1465124-00	41211 - ELECTRIC HOSE REEL KIT - MP 1750	1	$2,217
420	City of Staples	2017	9/15/2017	1465124-00	30358 - BIMINI CANVAS SUNSHADE	2	$324
420	City of Staples	2017	Total			15	$78,345

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Most Toro authorized dealers are able to accept P-card procurement and payment. Additional fees may apply to purchases made using p-card procurement.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

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

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

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

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

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

See Warranty documents as follows:

Toro General Commercial Product Warranty

A Two-Year Limited Warranty

Conditions and Products Covered

The Toro Company and its affiliate, Toro Warranty Company, pursuant to an agreement between them, jointly warrant your Toro Commercial product ("Product") to be free from defects in materials or workmanship for two years or 1500 operational hours*, whichever occurs first. This warranty is applicable to all products with the exception of Aerators (refer to separate warranty statements for these products). Where a warrantable condition exists, we will repair the Product at no cost to you including diagnostics, labor, parts, and transportation. This warranty begins on the date the Product is delivered to the original retail purchaser.
* Product equipped with an hour meter.

Instructions for Obtaining Warranty Service

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

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

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

Owner Responsibilities

As the Product owner, you are responsible for required maintenance and adjustments stated in your *Operator's Manual*. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.

Items and Conditions Not Covered

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

- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on, or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items.
- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain your Toro product per the Recommended Maintenance listed in the *Operator's Manual* can result in claims for warranty being denied.
- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.
- Parts subject to consumption through use unless found to be defective. Examples of parts which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greasable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc.
- Failures caused by outside influence. Conditions considered to be outside influence include, but are not limited to, weather, storage practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.
- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.
- Normal noise, vibration, wear and tear, and deterioration.
- Normal "wear and tear" includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.

Parts

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

Deep Cycle and Lithium-Ion Battery Warranty:

Deep cycle and Lithium-Ion batteries have a specified total number of kilowatt-hours they can deliver during their lifetime. Operating, recharging, and maintenance techniques can extend or reduce total battery life. As the batteries in this product are consumed, the amount of useful work between charging intervals will slowly decrease until the battery is completely worn out. Replacement of worn out batteries, due to normal consumption, is the responsibility of the product owner. Battery replacement may be required during the normal product warranty period at owner's expense. Note: (Lithium-Ion battery only): A Lithium-Ion battery has a part only prorated warranty beginning year 3 through year 5 based on the time in service and kilowatt hours used. Refer to the *Operator's Manual* for additional information.

Maintenance is at Owner's Expense

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

General Conditions

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

Neither The Toro Company nor Toro Warranty Company is liable for indirect, incidental or consequential damages in connection with the use of the Toro Products covered by this warranty, including any cost or expense of providing substitute equipment or service during reasonable periods of malfunction or non-use pending completion of repairs under this warranty. Except for the Emissions warranty referenced below, if applicable, there is no other express warranty. All implied warranties of merchantability and fitness for use are limited to the duration of this express warranty.

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

Note regarding engine warranty:

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

Countries Other than the United States or Canada

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

374-0253 Rev C

TORO PROTECTION PLUS
COMMERCIAL EQUIPMENT PLAN

CUSTOMER NAME		
ADDRESS		
CITY	STATE PROVINCE	ZIP
PHONE NUMBER W/ AREA CODE		
ISSUING DISTRIBUTOR		
LIENHOLDER (IF ANY)	CITY	STATE
TYPE OF COVERAGE	LENGTH OF TORO PROTECTION PLUS	
TORO WARRANTY START DATE	LENGTH OF TORO WARRANTY *Months*	

PLAN PURCHASE DATE	
TOTAL EQUIPMENT PURCHASE PRICE	
EQUIPMENT MODEL NUMER	EQUIPMENT SERIAL NUMBER
ATTACHMENT MODEL NUMBER	ATTACHMENT SERIAL NUMBER
EQUIPMENT TYPE	
PROTECTION COVERAGE CODE	

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

COMPREHENSIVE PROTECTION

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

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the breakdown of a covered component, the Plan will pay up to $77 for mobile service or $0.50/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess. Benefit Rates are subject to change; please consult your Distributor or Dealer for current rates found in the Toro Warranty Policy and Procedure Manual.

DRIVETRAIN PROTECTION

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

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

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

TRANSPORTATION BENEFIT: If Customer incurs transportation Expenses due to the mechanical breakdown of a covered component, the Plan will pay up to $77 for mobile service or $0.50/mile (1000 mile limit) for pick-up/delivery per repair. If such charges exceed the benefit limit, Customer will be responsible for paying any excess. Benefit Rates are subject to change; please consult your Distributor or Dealer for current rates found in the Toro Warranty Policy and Procedure Manual.

TORO PROTECTION PLUS
P. O. Box 15163 • Lenexa, KS 66285
Customer Service: tppsales@toro.com
Claims Inquiries: tppclaims@toro.com

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

Rev. 201508

COMMERCIAL EQUIPMENT PLAN TERMS and CONDITIONS

BREAKDOWN COVERAGE:

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

TERM:

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

LIMIT OF LIABILITY:

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

CUSTOMER RESPONSIBILITIES:

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

IN THE EVENT OF A BREAKDOWN, CUSTOMER MUST:

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

EXCLUSIONS – COVERAGE SHALL NOT APPLY:

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

TRANSFER PROVISION:

Coverage may be transferred to any new owner until such time as this Plan expires, subject to application approval and payment of $30 fee. Change in ownership of the equipment must be reported to TORO PROTECTION PLUS Administrators within 45 days of change of ownership.

CANCELLATION PROVISION:

This Plan may be cancelled by the Customer upon giving written notice to the Toro Distributor indicating when the cancellation is to be effective. In the event of cancellation, the Distributor will refund the unearned Plan price calculated on a Pro-Rata method reflecting the days in force, less any prior claim payments, or a minimum service charge of $30 (whichever is greater), unless otherwise prohibited by law. The days in force are calculated from the Toro Warranty Start Date indicated on the front of this plan to the effective cancellation date. If the equipment described and this Plan have been financed through a lender and Customer defaults in the repayment obligation to that lender, the Toro reserves the right to either cancel this Plan or transfer the rights under this Plan to that lender.

- Do your warranties cover all products, parts, and labor?

  As a Product owner, the NJPA 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.

  When a warrantable condition exists, an authorized Toro dealer will repair the Product at no cost to the NJPA member, including applicable diagnosis, labor and parts, excluding the following:
  - **Product failures which result from 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 which are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or 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.**

- 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.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

  Travel time and mileage of Toro Authorized dealer service personnel to diagnose and perform warranty repairs is covered by Toro, up to 300 total miles per claim.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?

  Toro can provide warranty repair for all geographic areas in the US through our authorized distributor and dealer networks.

- 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.

- 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% restock 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. Parts are to be returned at customer's expense within 90 days of purchase.

6) Describe any service contract options for the items included in your proposal.

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

Toro has also developed a Web based Equipment Maintenance Management system called myTurf.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Toro is offering for sale in the United States and Canada the following:

- **New traction units, accessories and attachments from our Commercial, Landscape Contractor, Golf Irrigation, Residential/Commercial Irrigation and BOSS divisions. These include turf equipment in the categories of; rotary mowers, reel mowers, greens mowers, utility vehicles, cultivation equipment, application equipment, irrigation for golf courses and commercial use, as well as snow removal/maintenance equipment.**
- **myTurf; Web based equipment maintenance manager service**
- **Used and demonstration equipment for sale.**
- **Third party attachments for Toro equipment for sale.**
- **Financing and lease programs for use to purchase our equipment.**
- **Parts are not included in this program.**

8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

For the contiguous United States our pricing model is a discount off US MSRP that includes freight charges to the customers dock.

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.

For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on those published at that time in the Wall Street Journal). This creates a new MSRP for Canada and then the discount off that price is applied.

9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Toro Commercial products: 21.8% off US MSRP (US ONLY) Pricing includes freight to customer's dock.

Toro Commercial products: 20% off US MSRP (CANADA ONLY).

Toro Landscape Contractor products: 27% off current US MSRP for Turf

Equipment and 20% off snow removal equipment.
Toro Golf Irrigation: 40% off current US MSRP.
Toro Residential Commercial Irrigation: 40% 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 conditions, age, hours, etc. (Not to exceed 90% of contract price for new equipment.)
Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

10) The pricing offered in this proposal is

_____a. the same as the Proposer typically offers to an individual municipality, university, or school district.

__X__**b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.**

_____c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____d. other than what the Proposer typically offers (please describe).

11) Describe any quantity or volume discounts or rebate programs that you offer.

Toro authorized distributors/dealers may choose to provide additional discounts based on unit quantity or total purchase volume.

12) 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 product. These products will be priced no higher than that products MSRP. Freight and set-up fees may also apply.

13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like 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 additional costs in items 8, 9 and 12.

14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The NJPA members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at time of order. Shipping costs will also be added for any third party attachments purchased for Toro products.

15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

- **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.**
- **For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on those published at that time in the Wall Street Journal). This creates a new MSRP for Canada and then the discount off that price is applied.**

16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Most product will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor or Irrigation divisions are available at a dealer may be picked up from the dealer.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA.

The Toro Company will be paying all administration fees to NJPA for sales on this contract. Toro distributors/dealers supporting the NJPA contract will receive rebates from Toro for equipment sold under the NJPA contract to NJPA members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact NJPA members purchasing Toro product under the NJPA cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows them to choose the Program pricing they need. We will have the NJPA pricing established in this system for them to select.

18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.)

Toro agrees to pay administrative fees to NJPA 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.

Industry-Specific Questions

19) Describe the top three market differentiators of your products/services relative to this RFP category.

- **Product quality -Toro enjoys the highest market share by far for equipment sold to the golf market. Our focus on Turf Equipment allows our engineers to design and our manufacturing facility to produce the highest quality products. One manner of determining product quality is residual value of equipment. Comparative shopping of used equipment shows that Toro used products are in high demand and command a premium price. It is not often that a company that has a higher initial price commands the highest market share, but Toro does. This is due to customers making a value decision based on repair, maintenance, service, parts, operation and longevity. Toro provides the best overall value. For every state and local Turf Equipment (non-tractor) contract that Toro participates, we have the highest share of volume.**

- **Product support- Earlier in the proposal we wrote about our standard of excellence for service is achieving a 9+ rating for our distributors in their respective markets. Toro distributors have 92% same day parts shipping rate nationally. Compared to our competitors we have a very low distributor turnover rate. This means a consistency and continuity of service even in the economic downturns. Our distributors continually invest in training for the sales and operations staff. To continue certification with Sales and Marketing Executives International (SMEI) their sales staff must participate in 20 hours of annual training. Toro provides this training through Toro University which publishes ongoing training and hosts a bi-annual weekly training conference for all sales and sales management teams. We want our sales team to be the best trained in the industry to be a resource of information for our customers.**

- **Innovation – Toro's goal is to achieve 35% of sales from new product development. This corporate objective drives our dedication to innovation from the top down. We have the highest investment in terms of percent of sales to product development in the industry. Our Center for Advanced Turf Technology (CATT) is the team that takes a holistic look at emerging technologies in energy, agronomy, resourcing, engineering, governmental regulations and marketability to guide our teams with a long term plan. In**

question 27 we have listed many of the Value Added attributes that our teams have developed for current products. Examples of their work can be found in our Alternatives Fuels research and development.
Alternative Fuels

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

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

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

Fuel Efficiency

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

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

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

Hybrid Electric

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

All Electric Products

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

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

New to the market is the Workman GTX electric, which has extended range over its predecessor

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

Hydrogen Fuel Cells

Hydrogen fuel cells are one of the emerging technologies that hold a lot of promise for mobile applications. They were invented in the 50's and 60's and one of the first high profile applications were to provide electrical power and water to space craft that allowed us to go to the moon. The first flight of fuel cells was Gemini 5 in August 1965. The explosion in the oxygen tank that provided fuel for the fuel cell and oxygen for the crew was the cause of the disaster in Apollo 13. Fuel cells are desirable because they provide efficient electricity and they are refuelable vs rechargeable.

We have prototyped a number of fuel cell vehicles to both demonstrate the potential and to identify the design challenges. We picked two of our product platforms to work with a triplex Greensmower™ and our mid-duty and heavy-duty utility vehicle platform. All of the products resulted in very serviceable products that were equal to or superior to the engine driven platforms that they replaced. We knew we were on the bleeding edge of the commercialization curve. The products were highly functional but were high cost and fuel is not readily available. The turf maintenance market is not large enough to enable commercialization of the infrastructure. We can however utilize shared infrastructure.

We developed and deployed a demonstration of the hydrogen vehicles that was supported by the New York State Energy Research and Development Authority (NYSERDA). We developed and deployed in demonstration 4 vehicles at Niagara Falls State Park, Albany, Hempstead and Bethpage.

Toro Fuel Cell Powered Heavy Duty Workman Utility Vehicle

Dimensions:	**128" x 65" x 76" (L x W x H*) * Incl ROPS**
Weight:	**~2000 lbs (est)**
Max GVW	**4250 lbs**
Payload:	**2250 lbs total (1850 lbs bed, 400 lbs passengers)**
Towing:	**3500 lbs (w/ trailer brakes), 1500 lbs (w/o brakes)**
Bed:	**Hyd. dump, latching tailgate, stake pockets, 20 cu ft**
Top Speed:	**20 mph**
Seats:	**2**
Tire Size:	**20 x 10 – 10 (Front) 24 x 12 – 12 (Rear)**
Construction:	**Steel frame, steel bed, plastic hood and body panels**
Suspension:	**Coil Spring (front) Leaf Spring (rear)**
Storage:	**Glove box (open)**
Controls:	**Power steering, accelerator pedal, brake pedal, park brake, F-N-R, Hi-Lo range, diff-lock, bed lift, key-start, light switch, horn, cruise control, supervisor switch.**
Gages:	**H2 psi (fuel), hours, LCD info-center, indicator lamps**

Fuel Cell:	**8 kW PEM, Hydrogenics**
Operating voltage:	**48V nominal**
Motor/Controller:	**ACIM, 600 A**
Buffer-Hybrid:	**4 x 12 Lead Acid batteries**
Tank Pressure:	**5000 psi (350 bar)**
Tank capacity:	**74 liters (1.8 kg)**
Range:	**Estimated ~80 miles/tank? (TBD)**

20) Within the RFP category there is the potential to be several different sub-categories of solutions. Identify the sub-category title(s) that would best describe your products, equipment and supplies.

- **Rotary Mowers**
- **Reel Mowers**
- **Greens Mowers**
- **Utility Vehicles**
- **Turf Cultivation Equipment**
- **Turf Application Equipment**
- **Residential / Commercial Irrigation**
- **Golf Irrigation**
- **Snow Removal Equipment**

Signature: _____ Date: June 13, 2017

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AMENDMENT #1
TO
CONTRACT #062117-TTC

THIS AMENDMENT is by and between **Sourcewell** (Sourcewell), having its principal office located at 202 12th Street NE, PO Box 219, Staples, MN 56479 and **The Toro Company** (Vendor), having its principal office located at 8111 Lyndale Avenue S, Bloomington, MN 55420. Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Grounds Maintenance Equipment, Attachments, Accessories, and Related Services effective August 18, 2017, through August 18, 2021, relating to the provision of services by Vendor and to Sourcewell and its Members.

The Parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.

2. Form P – Pricing, Delivery, Audits, and Administrative Fee, Question #9 in the Vendor's response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

   RESPONSE:

   - Toro Commercial products: 21.8% off US MSRP (US ONLY) Pricing includes freight to customer's dock.
   - Toro Commercial products: 20% off US MSRP (CANADA ONLY).
   - Toro Landscape Contractor products: 27% off current US MSRP for Turf Equipment and 20% off snow removal equipment.
   - Toro Golf Irrigation: 40% off current US MSRP.
   - Toro Residential Commercial Irrigation: 40% 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 conditions, age, hours, etc. (Not to exceed 90% of contract price for new equipment.)
   - Third party attachments: distributors/dealers will set the price but will not exceed list price and may include setup and freight charges.

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3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

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

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Author

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 1/23/2020 | 12:46 PM CST

The Toro Company

By: DocuSigned by: Brad Hamilton 4B4574B1E1E54C4...
Author

Brad Hamilton
Name – Printed

Title: Group Vice President

Date: 1/23/2020 | 9:24 AM CST

Sourcewell–APPROVED

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Author

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 1/23/2020 | 1:33 PM CST