

**GROUND MAINTENANCE  
EQUIPMENT (2020-2025)**  
*Led by the Commonwealth of Virginia*

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**Master Agreement #:** E194-81037-HT

**Participating Addendum #:** N2020-GME-0003

**Contractor:** The Toro Company

**Participating Entity:** State of Alaska

The Contractor shall provide Ground Maintenance Equipment to the Participating Entity as set forth in the Master Agreement for the following category:

- Category 1: Tractors (heavy duty and compact)
- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 3 – Off Road Utility Vehicles
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)
- Category 5: Turf Maintenance (Towed and Ground Driven)

**Master Agreement Terms and Conditions:**

1. **Scope:** The terms and conditions of the Contractor's NASPO ValuePoint Master Agreement for Ground Maintenance Equipment (2020-2025) led by the Commonwealth of Virginia, remain in full force and effect. This Participating Addendum to the Contractor's Master Agreement allows the addition of specific terms and conditions required by the Participating Entity.
2. **Participation:** This Participating Addendum, as authorized by the Participating Entity's State statutes to utilize the Master Agreement with the prior approval of the State's Chief Procurement Official, may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Participating Entity's State. Issues of interpretation and eligibility for participation are solely within the authority of that State's Chief Procurement Official.
3. **Term:** The initial term of the Master Agreement shall be for three years and is effective from February 28, 2020 through February 27, 2023, with two optional additional one-year renewals. The term of this Participating Addendum will coincide with the Master Agreement's term in its entirety, including any renewals or extensions.
4. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
5. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.

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6. Primary Contacts: The primary contact individuals (or their named successors) for this Participating Addendum are as follows:

Contractor

Name:	Jon Stodola
Title:	Government Contracts Manager
Address:	8111 Lyndale Ave. S., Bloomington, MN 55420
Telephone:	612-597-3224
Email:	<a href="mailto:Jon.Stodola@toro.com">Jon.Stodola@toro.com</a>

Participating Entity

Name:	Mindy Birk
Title:	Contracting Officer III
Address:	PO Box 110210, Juneau, AK 99811-0210
Telephone:	907-465-5678
Email:	<a href="mailto:Melinda.birk@alaska.gov">Melinda.birk@alaska.gov</a>

7. Participating Entity Additions to the Master Agreement: These additions apply only to actions and relationships within this Participating Addendum:

No additions to the terms and conditions of the Contractor's Master Agreement are required.

The following terms and conditions are added to the Contractor's Master Agreement:

**State of Alaska Additional Terms and Conditions**

The following terms and conditions are added to the Participating Addendum by the State of Alaska:

- 1) **Required Reports**: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30



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Second Quarter: October 1 through December 31  
Third Quarter: January 1 through March 31  
Fourth Quarter: April 1 through June 30

2) **Administrative Fee:** Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Shared Services of Alaska for the calculated amount equal to 1.5% of the net sales for the quarterly period.

a) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Shared Services of Alaska  
PO Box 110210  
Juneau, AK 99811-0210

c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.



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- 3) **Payment:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Payments may be made via a state or political subdivision "Purchasing Card" with no additional charges.

- 4) **Prompt Payment:** The state is eligible to receive a 1.5% discount for all invoices paid within 15 business days from the date of receipt of the commodities or services and/or a correct invoice, whichever is later. The discount shall be taken on the full invoice amount. The state shall consider payment being made as either the date a printed warrant is issued or the date an electronic funds transfer (EFT) is initiated
8. **Leasing and Financing:** Procurement and other applicable laws of some Participating Entities may permit the use of leasing or alternative financing methods for the acquisition of products under the Master Agreement. The terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and the Participating Entity. When leasing or using alternative financing methods for this Participating Addendum, the Participating Entity is to follow the policy and guidelines outlined by their purchasing authority or state regulations, statutes, or any other applicable laws.
9. **Subcontractors:** All dealers, resellers, or other subcontractors authorized by the Contractor, as shown on the NASPO ValuePoint website, are approved to provide sales and service support under the Master Agreement. The Contractor's use of subcontractors will be in accordance with the terms and conditions set forth in the Master Agreement.
10. **Orders:** Any order placed by a Participating Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: <b>State of Alaska</b>	<b>The Toro Company</b>
Signature: <i>Mindy Birk</i>	Signature: <i>Brad Hamilton</i>
Name: Mindy Birk	Name: Brad Hamilton
Title: Contracting Officer III	Title: Group VP
Date: 6/9/2020	Date: 6/11/2020

**PLEASE NOTE:** Fully executed Participating Addendums must be submitted, via email in pdf format, to NASPO ValuePoint at: [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org)

For questions regarding NASPO ValuePoint Participating Addendums, please contact the NASPO ValuePoint Cooperative Contract Coordinators Team at: [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org)