PARTICIPATING ADDENDUM
WSCA/NASPO COOPERATIVE PURCHASING ORGANIZATION
Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
The Toro Company
VA Contract Number: E194-1485
(hereinafter "Contractor")
And
The State of Nevada
(hereinafter "Participating State/Entity")

1. Scope: This addendum adds the State of Nevada as a Participating State to purchase Ground Maintenance Equipment from the NASPO Master Agreement E194-1485 led by the Commonwealth of Virginia. All governmental entities within the State of Nevada including all State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to purchase ground maintenance equipment. This Participating Addendum does NOT include servicing of equipment.

2. Participation: Use of specific WSCA/NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use State of Nevada contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

a. Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

a. Purchase Orders: Orders over $5000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under $5000.00 may be purchased direct by the using agency.

b. Jurisdiction and Venue: This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

c. Termination of the Participating Addendum: This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

d. Services: All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.

e. Payment: The State generally pays within 30 days upon receipt of invoice and the using agency's approval. Per the State's policy and procedures, payments are not made prior to receipt of goods.

f. State of Nevada Quarterly Reporting: Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

4. [Purposely left blank].

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Katherine Bosdell, CPPB, VCO, Statewide Contract Officer
Address	1111 E. Broad Street, 6th Floor PO Box 1199 Richmond, VA 23218-1199
Telephone	804-786-2397
Fax	804-786-5413
E-mail	katherine.bosdell@dgs.virginia.gov

Contractor

Name	Pete Whitacre, District Sales Manager, Commercial Products Division, The Toro Company
Address	8111 Lyndale Avenue South Bloomington, Minnesota 55420-1196
Telephone	952-888-8801
Fax	952-887-8694
E-mail	peter.whitacre@toro.com

Participating Entity

Name	Teri Becker
Address	Nevada State Purchasing 515 East Musser Street, #300 Carson City, NV 89701
Telephone	(775) 684-0178

Fax	(775) 684-0188
E-mail	tbecker@admin.nv.gov

6. Subcontractors: All The Toro Company dealers and resellers authorized in the State of Nevada, as listed in Attachment C, are approved to provide sales to participants in the Master Agreement. The Toro Company dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Toro will encourage and incent its Distributors to provide the agreed-upon discount, but it is at their discretion to do so – WSCA-NASPO recommends that entities use compliance with the discount as a critical factor in determining which Distributor to do business with.

7. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to NASPO Contract # E194-1485" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State Contract Number: **3114** and the Lead State price agreement number: **E194-1485.**

9. Individual Customer: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement number E194-1485 (Exhibit A) (administered by the Commonwealth of Virginia) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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

Participating State/Entity:	Contractor: The Toro Company
By: Greg Smith	By:
Name: Greg Smith	Name: Darren Redetzke
Title: Administrator, Purchasing Division	Title: Vice President
Date: 9-5-14	Date: 9-2-2014

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Appendix A
CATEGORY AND CATALOG DISCOUNTS INSTRUCTIONS
E194.1485 (TORO ONLY)

Attachment's A, B and C that follows the Master Agreement includes the only approved equipment by Category and line item specifications. Each Category listed includes a completely configured unit to meet the specifications listed in Attachment A. Each Category in Attachment B includes a complete unit on line item one, to match the specification in Attachment A. The End Users may reconfigure this line item basic unit and/or all other basic units listed in each Category to meet their specification. Attachment B includes the manufacturer's model number, list price, less the firm percentage of discount for the basic unit. The basic unit(s) may be configured using the attachment/implements options per the published price listed with the firm percentage of discounts to meet the needs of the End Users. The End User must contact the Distributor that is identified in Attachment C for the Participating State/Entity. The Distributor may refer you to their local "Territory Representative" for price quotes, delivery, and Trade-Ins. The Manufacturers' current published price, less the percentage of discount, unit price, and the current published price list effective date by Category and by line item are on Attachment B.

TO USE THESE PRICE SHEETS PROCEED AS FOLLOWS:

ATTACHMENT A: APPROVED CONTRACT SPECIFICATIONS BY CATEGORY AND LINE ITEM FOR GROUND MAINTENANCE EQUIPMENT:

1) Identify the Commodity Category. Search the individual Category per line item listed in Attachment A for your required specification. Each Category listed in Attachment A includes specification for the basic unit, and may include additional order codes (attachments/implements or options) that meet or exceed the minimum specification in Attachment A.

2) Contact the Distributor or Contractor that is identified in Attachment C to determine if the item(s) needed is covered under this Contract. If model number is not listed on Attachment A and B, it is not covered under this Contract. Only the basic units listed by Category with the manufacturer's model number(s) are covered under this Contract. Contractor percentage(s) of discount <u>will not</u> apply to equipment not covered under this Contract.

ATTACHMENT B: Contract Pricing, Model Numbers, Delivery & Effective Published Price List by Category and Line Item for Ground Maintenance Equipment:

1) After you have identified equipment specifications in Attachment A, proceed to Attachment B for pricing information. The items that are listed in Attachment B, Pricing Information are based on the manufacturer's published price list per category and line

item, less a firm percentage discount.

2) If the line items listed do not meet your required specification, the agency's End User must contact their Distributor to configure the listed basic unit with the additional attachment/implements to meet their desired specifications and to obtain a written quote. The written quotation must include the contract number, the manufacture's list price less the percentage of discount and the effective date of the price list.

3) Upon receipt of your written quotation from the Distributor or Territory Representative, and with the authorized approval at the agency, the agencies' End User should submit their purchase order.

4) Your local Distributor will assign your "Territory Representative" to deliver and set-up and service your equipment F.O.B. Destination.

ATTACHMENT C: The Toro Company's Authorized Distributors for the State of Nevada

1) Find Attachment C, which includes The Toro Company's authorized Distributors for the State of Nevada. Any Distributors that are not listed on Attachment C cannot offer a quotation on behalf of The Toro Company using the fixed firm percentage of discount under this Contract.

2) Attachment C, also lists the Distributors authorized counties and territories that they service. The authorized Distributors may refer you to their assigned "Territory Representatives" to handles quotes, services, and Trade-Ins.

3) The Contractor's website and direct contact information is listed in Attachment B, under the Contact Header.

4) End Users electing to use this "optional" use contract shall contract only with the Distributor(s) listed herein, in order, to receive the firm percentage of discount offered through The Toro Company.