

**RFP AWARD CONTRACT AU-2023-0000634  
GROUNDS MAINTENANCE EQUIPMENT  
THE TORO COMPANY**

This agreement is entered into as of the date of last signature below, by and between Auburn University (hereinafter the "University") and The Toro Company (hereinafter the "Supplier") (collectively the "Parties").

Whereas, Supplier responded to University's Request for Proposal AU-2023-0000634 (the "RFP") and has been selected for an award for grounds maintenance equipment;

In consideration of the promises and covenants, considerations, and agreements herein contained, the Parties agree as follows:

**STATEMENT OF SUPPLIER PERFORMANCE:**

Supplier shall furnish and deliver all items and/or perform all services in strict compliance with the terms of this RFP award. This RFP award is the result of a sealed, competitive bid process in conformance with Alabama Bid Law and may be utilized by all qualifying Alabama State agencies, municipalities, instrumentalities, and educational institutions.

**INCORPORATION OF TERMS OF REQUEST FOR PROPOSAL:**

All the requirements, terms and conditions of RFP and the consistent requirements, terms and conditions of the proposal from Supplier in response to the request for proposal are hereby incorporated into and made a part of this agreement (the "Agreement"). If any terms in the attached addenda are inconsistent, the following order of precedence shall be controlling:

1. The terms of this Award Contract, including the attached Supplier pricing documents
2. The RFP Specifications
3. Supplier's response
4. The Auburn University General Terms and Conditions for this RFP (attached).

**PRODUCTS AND PRICING:**

Supplier agrees to provide University with products and pricing in accordance with the attached schedules, subject to availability.

**GOVERNING LAW:**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama, without regard to conflicts of law principles. Any claims against University arising out of this Agreement shall be submitted to the Alabama State Board of Adjustment. University does not waive and specifically reserves all immunities to which it is entitled by the laws of the State of Alabama and the United States, including Article I, section 14 of the Constitution of Alabama, and the Eleventh Amendment to the United States Constitution. Exclusive jurisdiction and venue of any claims not barred by immunity, nor required to be filed before the Board of Adjustment, shall be in the Circuit Court of Lee County, Alabama, or the United States District Court for the Middle District of Alabama.

**TERM:**

This agreement shall be effective on September 1, 2023 and continue for a period of five (5) years, and maybe renewed for up to one additional three-year period and one subsequent two (2) year period upon mutual agreement of both parties.

The Supplier and the University for themselves, their successors, executors, administrators, and assigns, hereby agree to the full performance of the covenants herein contained.

Auburn University	Supplier
Signature: <i>CRaville</i>	Signature: <i>Eric C. Funk</i>
Name: Courtney Raville	Name: Edric Funk
Title: Director, Strategic Business Operations	Title: Group Vice President
Date: 09/06/2023	Date: 9/5/2023