

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 04/16/14**Expiration Date:** 11/04/19**Master Agreement Description:** WSCA/NASPO contract for Ground Maintenance Equipment**Buyer Information**

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Issuer Information

TERRY DEMERCHANT 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Requestor Information

Terry Demerchant 207-624-7334 ext. TERRY.L.DEMERCHANT@MAINE.GOV

Authorized Departments

ALL

Vendor Information**Vendor Line #: 1****Vendor ID**

VC0000144697

Vendor Name

DEERE & COMPANY

Alias/DBA

Governmental & National Sales

Vendor Address Information

2000 John Deere Run

Cary, NC 27513

US

Vendor Contact Information

JUDY BESS

800-358-5010 ext.

GovContractSupport@johndeere.com

Commodity Information

Vendor Line #: 1

Vendor Name: DEERE & COMPANY

Commodity Line #: 1

Commodity Code: 51529

Commodity Description: WSCA/NASPO contract for Ground Maintenance Equipment

Commodity Specifications:

Commodity Extended Description: PO is subject to WSCA-NASPO Contract # E194-1483

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

Free on Board

Contract Amount

\$0.00

Service Start Date

04/16/14

Service End Date

11/04/19

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date



COMMONWEALTH of VIRGINIA

Department of General Services

Division of Purchases and Supply

1111 East Broad Street
P.O. Box 1199
Richmond, Virginia 23218-1199
(804) 786-3842
FAX (804) 225-3707

ADDITIONAL eVA ORDERING PROCEDURES **REVISED**

(CHANGES MADE TO THE ORDERING PROCEDURES ARE INDICATED IN RED HIGHLIGHTS)

Date: **May 8, 2013**

Contract No.: E194-1483

Issued By: Commonwealth of Virginia
Department of General Services
Division of Purchases and Supply

Contractor: John Deere Company

Commodity: Ground Maintenance Equipment

These instructions are in addition to the Instructions listed in Attachment C of the original Contract Award dated November 5, 2012 as follows.

Procedures to order Ground Maintenance Equipment through eVA.

John Deere Company will establish a link on their Website to gain access to the Commonwealth of Virginia awarded Contract E194-1483 for Ground Maintenance Equipment, which will be accessed by clicking the link below:

<https://dps.dgs.virginia.gov/dps/contracts/CovaContractDetail.aspx?ContractNumber=E194-1483>.

This link provides the end users for John Deere's equipment with the instructions of how to contact the dealers for a quote. Once a quote has been generated, the end user will need to order their equipment through the non-catalog process based on the quotation obtained from the John Deere dealer. The buyer must provide the **NIGP Code, the contract number and model number of the basic unit. The buyer should include the description of the basic unit with the dealer's name and quote number referenced in the description field. The end user or buyer should also attach the Quote** received from the dealer to the order.

Example:

Buyer links to the state contract for John Deere Company



Contract Files

[Return to Contracts](#)

Document	Contract Number
CONTRACT AWARD	E194-1483
Attachment A - Specifications	E194-1483
Attachment B - Price Schedule	E194-1483
Attachment C - Dealer List	E194-1483

The end user shall choose from the Attachment C – Dealer List the appropriate dealer from their area. Based on requested specifications from the end user, the dealer must provide an itemized quote based on the specifications required by the agency. The end user shall create a Requisition in eVA with one non-catalog line that shall include the NIGP Code, **the contract number and model number of the basic unit. The buyer should include the description of the basic unit with the dealer's name and quote number referenced in the description field. The end user or buyer should also attach the Quote** received from the dealer to the order. Any order received from an agency that do not include the **contract number and model number of the basic unit**, must be rejected by the Contractor. The Contractor must notify the agency and advise them to modify their purchase order in eVA to include the minimum information required. Equipment ordered *shall not* be delivered by the Contractor until the purchase order has been revised to include the minimum information requested.

Reference the eVA Requisition Page below for the entry of the required information stated above.

PR606256: asdfadf Items:0 Total:

If you cannot locate the item you want in the catalog, request a non-catalog item using the fields below. Non-catalog items may take longer to process because your purchase order is not in the catalog.

Full Description: * ← Description with Quote Number Referenced

Commodity Code: ← NIGP Code

Supplier: ← NIGP Code

Contact:

Reg. Type:

Supplier Part Number:

Contract List: ← Contract Number

Contract #: ← Contract Number

Supplier Auxiliary Part ID:

Quantity:

Unit of Measure:

Price: * USD

Amount: \$0.00000 USD

Except for the changes provided herein, all other terms and conditions of this Contract remain unchanged and in full force and effect.

Mary L. Hicks - Coston

Mary L. Hicks-Coston, VCO
 Statewide Contract Officer
 Phone: 804-786-4068
 Fax: 804-786-5413

ATTACHMENT C - MAINE DEALER LISTING AS OF 01 MAY 2014

*** REFERENCE DEALER LOCATOR AT WWW.DEERE.COM TO VERIFY APPROVED JOHN DEERE DEALERS ***

Dealer Name	Dlr Phys Address 1	Dlr Phys City	Dlr Phys Zip	Dlr Phone	Dlr Fax No
GREENWAY EQUIPMENT SALES	1270 HAMMOND STREET	BANGOR	04401	2079904433	2079904431
CHAD LITTLE OUTDOOR POWER EQ	181 PLEASANT STREET	BRUNSWICK	04011	2077296716	2077296908
HAMMOND TRACTOR COMPANY	216 CENTER ROAD	FAIRFIELD	04937	2074537131	2074537825
LIONEL THERIAULT, INC.	120 CARIBOU ROAD	PRESQUE ISLE	04769	2077644405	2077647330
NORTH COUNTRY TRACTOR, INC.	8 SHAW'S RIDGE ROAD	SANFORD	04073	2073245646	2073242241
HAMMOND TRACTOR COMPANY	1987 HEALD HWY	UNION	04862	2077854464	2077852530
HALL IMPLEMENT CO.	1 JOHN DEERE ROAD	WINDHAM	040624836	2078926894	2078922469



COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 EAST BROAD STREET
RICHMOND, VA 23219

CONTRACT # E194-1484
INCORPORATES CONTRACT CHANGES 1 - 10
MODIFICATION 10 CHANGES ARE INDICATED IN RED

CONTRACT TITLE: GROUND MAINTENANCE EQUIPMENT

1	DATE	November 5, 2017
2	CONTRACT PERIOD	November 5, 2017 through November 4, 2019
3	SUPERCEDES	N/A
4	AUTHORIZED USERS	See Section 1
5	CONTRACTOR'S eVA VENDOR ID#	VS0000085750
6	CONTRACTOR	John Deere Construction Retail Sales
7	CONTRACTOR CONTACT	Richard Murga
8	TERMS	SPCC or Net 30
9	DELIVERY	See Section 3 Delivery Information
10	F.O.B.	See Section 3 Transportation Charges
11	CONTRACT PRICES	See Attachment B: Price Schedule
12	DPS CONTRACT MANAGER	Katherine Bosdell, CPPB, VCM, VCO 804-786-2397 katherine.bosdell@dgs.virginia.gov

Additional copies of the contract and any associated contract changes are available on the DPS website: www.eva.virginia.gov under the State Contracts webpage.

AUTHORIZED USERS: This Contract is the result of a competitive negotiations program and is Optional Use for all State Agencies and for other public bodies and entities authorized to use the Contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code. NASPO ValuePoint Participating States are permitted to use this Contract after executing a Participating Addendum with the Contractor.

NOTE: This public body does not discriminate against faith-based organizations (*Code of Virginia*, §2.2-4343.1D), or against a bidder or offeror because of race, religion, color, sex, age, disability, national origin, status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment. (*Code of Virginia*, §2.2-4310.A)

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1. CONTRACTOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address	Contact Information
John Deere Construction Retail Sales (JDCRS)	VS0000085750	1515 5th Ave Moline, IL 61265	Richard Murga Account Manager 309-765-0260 Fax: (309) 765-3358 MurgaRichard@JohnDeere.com

2. GENERAL INSTRUCTIONS

1. **Authorized Users:** Unless otherwise instructed by the Division of Purchases and Supply (DPS), state agencies, institutions of higher education, and other public bodies and entities authorized to use the Contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code.

NASPO ValuePoint Participating States are permitted to use this Contract after executing a Participating Addendum with the Contractor.

2. **Lead State and Contract Administrator Information:** The Commonwealth of Virginia, Department of General Services, Division of Purchases and Supply is the Lead State managing this Contract. The Contract Manager is:

Katherine Bosdell, CPPB, VCM, VCO
Statewide Contract Manager
1111 East Broad Street
Richmond, VA 23219
Email: katherine.bosdell@dgs.virginia.gov, Phone: 804-786-2397

3. **Ordering Instructions:** Commonwealth of Virginia Authorized Users shall place all orders against this optional use term Contract through eVA. The orders will be governed by this Contract and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor. See Section 5 for ordering instructions.

Excluded from the use of eVA for orders under this Contract are (a) over-the-counter purchases using the Small Purchase Charge Card (SPCC) made at the point of sale and picked up by the individual cardholder, and (b) purchases by NASPO ValuePoint Participating States. See Section 5 for ordering instructions.

4. **Contractor Dealer Information:** Commonwealth of Virginia Authorized Users must contact the Contractor for assistance with the purchase of equipment and may reference Attachment C: John Deere Construction Retail Sales Dealer List for a list of authorized Dealers.

NASPO ValuePoint Participating States must contact the Contractor for assistance with the purchase of equipment and for a list of authorized Dealers. Any Dealer that is not listed on the authorized list provided by the Contractor cannot offer a quote to Authorized Users using the percentage of discount and terms and conditions under this Contract.

5. **Equipment:** This Contract has approved basic equipment manufactured by JDCRS. Additional attachments/implements may be required to configure the basic equipment to meet the specific requirements of the Authorized User.
6. **Written Quotations:** Authorized Users must obtain a written quote from JDCRS that must include but not be limited to the Contract number, Manufacturers Published Price less the percentage of discount, description of the equipment, delivery time, effective date of the Published Price List and warranty. **The written quote must be attached to the Purchase Order.**
7. **Purchase Order:** The Purchase Order must be processed and submitted to **John Deere Construction Retail Sales and not to the Dealer**. Purchase Orders processed and submitted to the Dealer shall be returned to the Authorized User and not filled until a revised Purchased Order is submitted.
8. **Inspection and Approval:** Inspection on delivery and invoice approval is the responsibility of the Authorized User. Equipment may be rejected if it is found to be defective or if it fails in any way to meet the specifications of the Contract. The Contractor will replace all rejected equipment within the stated lead-time or less based on availability of the equipment.

3. ADDITIONAL INFORMATION

1. **Renewals:** The initial term of the Contract is three (3) years with (2) successive two-year renewal periods. At a reasonable time (approximately four to six months) prior to the expiration, the decision as to whether to renew will be made by the Contract Manager. **There is one (1) renewal option remaining.**
2. **Complaints:** Any complaint that is because of a violation or breach of the Contract provisions shall be reported on an official DPS “PROCUREMENT COMPLAINT FORM” (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the Contractor with a copy sent to DPS to the address shown on the form. Contractors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at www.eva.virginia.gov by clicking on “I Buy for Virginia” and then on “Procurement Complaint Form”. Complaints between the Authorized User and the Contractor will be resolved in accordance with the terms of the Contract.
3. **Services and Service Agreements:** Services are not included under this Contract; however, an Authorized User may negotiate with the Dealer to acquire a price for a service maintenance agreement for purchased equipment.
4. **Clean Air Act for Off Road Vehicles using Diesel Fuel - Tier 4:** All equipment that is provided under this Contract that falls under the Clean Air Act for Off Road Vehicles using Diesel Fuel - Tier 4 must be provided in accordance to any regulations set forth to meet the Code of Federal Regulation (CFR) for Tier 4 effective January 1, 2013. The Environmental Protection Agency produced a progressive series of emissions standards for all new off-road diesel engines which are known as the Tier 4 Emission Standards.
5. **Price List and Catalogs:** Contractor and Dealers are required upon request of any Authorized User to provide a price list, catalogs and descriptive literature within (5) business days of the request.
6. **Delivery:** Refer to Attachment B: Price Schedule under the “Delivery” column for delivery information on specific equipment models. Dealers will be notified by JDCRS when orders are placed with the factory, the equipment is warehoused, and when the equipment is shipped to their locations for delivery to an Authorized User. In the event the item is not in stock and/or the delivery timeframe cannot be met, the Contractor or Dealer shall contact the Authorized User to ascertain whether a back order is acceptable or to cancel the order. Under this Contract, JDCRS Dealers will be responsible for delivering, supporting, and setup of equipment at the Authorized User’s location.
7. **Transportation Charges:** All equipment shall be delivered FOB DESTINATION within the contiguous United States or if applicable, to the port of embarkation within the contiguous United States for NASPO ValuePoint Participating Entities outside of the contiguous United States, for all orders equal to or greater than the minimum order of \$500 when shipped to a single or multiple destinations. Orders for less than the minimum order will be shipped prepaid with transportation charges added to the invoice as a separate line item. Transportation charges levied by the Contractor for orders equal to or greater than the minimum order when shipped to a single or multiple destinations may be cause for removal of the Contractor from the Contract. The Contractor shall not add freight charges for partial shipments or back orders to an invoice where the original total price of an order exceeded the minimum order of \$500.

8. **Returns:** JDCRS equipment is made-to-order with no return policy; however, any equipment delivered damaged or does not meet the Contract specifications, may be returned per a negotiated mutual agreement between the Authorized User and the Contractor. The Authorized User must contact the Dealer within 30 days for a Return Goods Authorization (RGA) prior to returning the equipment. The Contractor shall not charge Authorized Users for returns in the event that the Contractor shipped incorrect equipment or the items did not meet the Contract specifications.

The Commonwealth of Virginia General Terms and Conditions and this Contract’s Special Terms and Conditions take precedent over any return policy statements of the Contractor in the event of a conflict.

9. **Equipment Trade-Ins:** Authorized Users that wish to trade-in equipment toward the purchase of new equipment under this Contract may do so if permitted by their internal policies and must contact the Contractor for information regarding trade-ins. The Contractor will contact Dealers to inquire if there is an interest for trade-ins. If there is no interest from Dealers, the Contractor has an internal department that purchases equipment as trade-ins against the purchase of new equipment. The trade-in value will be determined by negotiations between the Authorized User and the Dealer or Contractor. The description and price of the new equipment and the trade-in value must be itemized on the Authorized User’s Purchase Order and the Contractor will invoice the Authorized User for the Contract price less the trade-in value.
10. **Quantity Discount:** JDCRS has offered the following multiple unit discounts based on quantity. Add the Contract discount to the multiple unit discount (ex: Contract Discount + Multiple Unit Discount = Total Contract Discount). Discounts are based on the following schedule:

Quantity	Discounts	Published Price List
2 to 4 basic units	1.5%	PPL in effect at time of order.
5 to 7 basic units	3.5%	PPL in effect at time of order.
8 to 14 basic units	5%	PPL in effect at time of order.
15 to 30 basic units	7% *	PPL in effect at time of order.

*Additional discounts are capped at 7% per order.

The Contractor at its discretion may offer additional discounts based on volume in conjunction with any promotional discount that is in effect at the time of order.

11. **WSCA-NASPO Name Change:** On March 30, 2015 WSCA-NASPO officially changed its name to NASPO ValuePoint. References in this document to the former name may remain unchanged.
12. **Contract Modifications (all contract modifications are incorporated into this document):** Modifications to the Contract (i.e., increases or decreases in pricing, delivery terms or additional options, etc.) must be approved in writing by DPS prior to issuing a purchase order.

Modification 1: Effective date: February 1, 2013

The following price increase for John Deere Construction Retail Sales is hereby changed to incorporate John Deere Construction Retail Sales’ current published price lists for all items covered under this contract as follows:

Effective February 1, 2013, John Deere Construction Retail Sales Published Price Lists Dated April 17, May 1 and December 18, 2012 will be in effect; however, John Deere Construction Retail Sales’ firm

percentage of discounts shall apply to all prices per Category and Line Items per Attachment B: Price Schedule. All other Terms and Conditions of the original Contract remains unchanged.

Modification 2: Effective date: May 30, 2013

The following change for John Deere Construction Retail Sales is hereby changed to revise the Percentage of Discount against John Deere Construction Retail Sales' Current Published Price Lists as follows:

- 328E Skid Steer Loader – Revise Percentage of Discount from 21% to 23%.
- 332E Skid Steer Loader – Revise Percentage of Discount from 21% to 23%.
- John Deere Construction Retail Sales Published Price List dated April 17, May 1, and December 18, 2012 will be in effect. John Deere Construction Retail Sales' firm percentage of discount shall apply to all prices per Category and Line Items per Attachment B: Price Schedule.
- Change the point of contact as follows:
Contact: Jayne Osborne, Contract Manager
Telephone: 309-765-1996
Fax: (309) 765-3358

All other Terms and Conditions of the original Contract remains unchanged.

Modification 3: Effective date: February 14, 2014

This contract is hereby modified by the following changes. Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect. See Attachment B: Price Schedule-Revised-Change 3 for pricing and discounts.

Description of Modifications:

1. Remove from Category 1:

Item 1: Compact Tracked Loader

John Deere Model 329D

John Deere Model 333D

Item 2: Compact Wheel Drive Skid Steer Loader

John Deere Model 326D

John Deere Model 328D

John Deere Model 332 D

2. Add to Category 1:

Item 2: Compact Wheel Drive Skid Steer Loader

John Deere Model 326E

Modification 4: Effective date: April 28, 2014

This contract is hereby modified by the following changes. Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Description of Modifications:

Contractor Representative: Richard Murga, Account Manager

309-765-0260, Fax: (309) 765-3358

MurgaRichard@JohnDeere.com

Modification 5: Effective date: March 1, 2015

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and John Deere Construction Retail Sales, hereinafter referred to as "JDCRS" or "John Deere", relating to the modification of Contract E194-1484 effective November 4, 2012, as amended, hereinafter referred to as the "Contract". This Modification is hereby incorporated into and made an integral part of the Contract. The purpose of this Modification is to document both parties' agreement to allow non-John Deere manufactured equipment (non-contract/Allied equipment) to be purchased on the same purchase order as equipment purchased pursuant to the Contract. This change is effective on March 1, 2015.

Currently the contract does not permit non-contract/Allied equipment on the same purchase order as the original John Deere equipment purchase; therefore, an Agency must issue multiple purchase orders to procure

equipment needed to operate John Deere equipment within the safety guidelines of the State and Agency to allow the equipment to function as needed. The addition of non-contract/Allied equipment will complete or enhance the operation or provide an additional level of safe operation of the John Deere equipment. John Deere equipment is considered to be the functional base to which varied attachments/implements are added in order to perform Agency-provided services.

Non-contract/Allied equipment are products, implements, attachments, accessories, parts, and bundles not manufactured by John Deere (but in some instances may be branded John Deere) that are requested by the Agency to complete the John Deere equipment being purchased.

1. The following are typical examples of these procurements:
 - a. Agency needs to purchase a John Deere Skid Steer Loader but also needs a non-contract/Allied Bradco Rock Saw to make the loader meet the agency's needs.
 - b. Agency needs to purchase a John Deere backhoe with a non-contract/Allied hydraulic hammer for breaking concrete.
 - c. Agency needs to purchase John Deere skid steer for roadside mowing with the tractor tires filled with non-contract/Allied fluid as a ballasting agent in order to maintain stability when performing hillside mowing.
 - d. Agency has a requirement for mounted non-contract/Allied lighting packages on equipment for safety and visibility purposes.
2. Non-contract/Allied equipment as defined in this Modification may be included on a purchase order as long as the equipment is related to and compatible with the contract equipment being purchased. Stand-alone non-contract/Allied equipment purchases shall not be permitted.
3. To the extent non-contract/Allied equipment is sold by an authorized John Deere dealer, the price will be negotiated between the John Deere dealer and the Agency. Non-contract/Allied equipment must be specified on the purchase order as "non-contract/Allied equipment" items. Agencies must comply with their State's procurement policies and procedures for the purchase of non-contract/Allied equipment.
4. JDCRS confirms that to the extent non-contract/Allied equipment is included on a purchase order with John Deere equipment, JDCRS will not void any applicable John Deere equipment warranty(ies), provided that the following conditions are met:
 - a. Non-contract/Allied equipment is properly mounted or installed by an authorized John Deere dealer or other installer approved by JDCRS;
 - b. Any warranty claim for John Deere equipment is warrantable under the terms and limitations of the applicable John Deere product warranty(ies); and
 - c. The Agency provides supporting documentation upon request by JDCRS for verification of warranty claim.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1484 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

Modification 6: Effective date: June 1, 2015

This MODIFICATION #6 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and John Deere Construction Retail Sales, hereinafter referred to as "Contractor" or "JDCRS", relating to the modification of Contract E194-1484 effective November 4, 2012, as amended, hereinafter referred to as "Contract". This Modification is hereby incorporated into and made an integral part of the Contract. The purpose of this Modification is to document both parties' agreement to:

1. Incorporate the JDCRS equipment models, pricing, discounts and Published Price Lists dated May 1, 2012, January 7, 2015 and January 15, 2015 in Attachment B: Price Schedule.
2. Remove the following Request for Proposal (RFP) Submission Terms and Conditions:
 - a. Ethics in Public Contracting
 - b. Mandatory Use of State Forms

- c. Clarification of Terms
 - d. Qualifications of Offerors
 - e. Use of Brand Names
 - f. Announcement of Award
 - g. Bid Price Currency
3. Change the following General Terms and Conditions (See Section 6):
- a. Vendors Manual
 - b. Debarment Status
 - c. eVA Business-to-Government Vendor Registration
4. Change the Price Escalation/De-Escalation Special Term and Condition (See Section 6):

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1484 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

Modification 7: Effective date: August 1, 2015

This MODIFICATION #7 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and John Deere Construction Retail Sales, hereinafter referred to as "Contractor" or "JDCRS", relating to the modification of Contract E194-1484 effective November 4, 2012, as amended, hereinafter referred to as "Contract". This Modification is hereby incorporated into and made an integral part of the Contract. This Modification is effective on August 1, 2015.

The purpose of this Modification is to document both parties' agreement to revise terms and conditions due to regulatory changes.

1. **Reference:** Contract E194-1484, both parties hereby agree to revise the "eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS" General Term and Condition as follows:

The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eProcurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - i. DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

2. **Reference:** Contract E194-1484, both parties hereby agree to add the “AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH” General Term and Condition as follows:
A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

3. **Reference:** Contract E194-1484, both parties hereby agree to add the “ETHICS IN PUBLIC CONTRACTING” General Term and Condition as follows:
The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract E194-1484 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

Modification 8: Effective date: November 5, 2015

This MODIFICATION #8 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and John Deere Construction Retail Sales, hereinafter referred to as "Contractor" or “JDCRS”, relating to the modification of Contract E194-1484 effective November 4, 2012, as amended, hereinafter referred to as “Contract”. This Modification is hereby incorporated into and made an integral part of the Contract. This Modification is effective on November 5, 2015.

- A. **Reference:** Contract E194-1484, “Renewal of Contract.”

Both parties hereby agree to renew the above-referenced Contract for an additional two (2) year period, beginning November 5, 2015 through November 4, 2017.

- B. **Reference:** Contract E194-1484, Both parties hereby agree to revise the “Transportation Charges” to read as follows:

All equipment shall be delivered FOB DESTINATION within the contiguous United States or if applicable, to the port of embarkation within the contiguous United States for NASPO ValuePoint Participating Entities outside of the contiguous United States, for all orders equal to or greater than the minimum order of \$500 when shipped to a single or multiple destinations. Orders for less than the minimum order will be shipped prepaid with transportation charges added to the invoice as a separate line item. Transportation charges levied by the Contractor for orders equal to or greater than the minimum order when shipped to a single or multiple destinations may be cause for removal of the Contractor from the Contract. The Contractor shall not add freight charges for partial shipments or back orders to an invoice where the original total price of an order exceeded the minimum order of \$500.

- C. **Reference:** Contract E194-1484, Both parties hereby agree to add “Summary Sales Data Reporting” to read as follows:

The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- D. **Reference:** Contract E194-1484, Both parties hereby agree to add “NASPO ValuePoint Administrative Fee” to read as follows:

The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-half of one percent (0.5% or 0.005) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract E194-1484 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

Modification 9: Effective date: September 26, 2016

This MODIFICATION #9 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and John Deere Construction Retail Sales, hereinafter referred to as "Contractor" or “JDCRS”, relating to the modification of Contract E194-1484 effective November 4, 2012, as amended, hereinafter referred to as “Contract”. This Modification is hereby incorporated into and made an integral part of the Contract. This Modification is effective on September 26, 2016.

Reference: Contract E194-1484, Both parties hereby agree to the following changes to the Pricing Schedule:

- A. Delete Models From Category 1 Item 1:
John Deere 329E Compact Track Loader
John Deere 333E Compact Track Loader

Delete Models From Category 1 Item 2:
John Deere 326E Skid Steer Loader
John Deere 328E Skid Steer Loader
John Deere 332E Skid Steer Loader

- B. Add Models, Pricing and PPL Date to Category 1 Item 1:
John Deere 331G Compact Track Loader
John Deere 333G Compact Track Loader

Add Models, Pricing and PPL Date to Category 1 Item 2:
John Deere 324E Skid Steer Loader
John Deere 330G Skid Steer Loader
John Deere 332G Skid Steer Loader

- C. Change PPL date and increase after discount price of John Deere 310SL Backhoe Loader to \$67,487.15.
D. Change PPL date and increase discount to 38% for John Deere 410SL Backhoe Loader.

The foregoing is the complete and final expression of the parties’ agreement to modify Contract E194-1484 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

Modification 10: Effective date: November 5, 2017

This MODIFICATION #10 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and John Deere Construction Retail Sales, hereinafter referred to as "Contractor" or "JDCRS", relating to the modification of Contract E194-1484 effective November 4, 2012, as amended, hereinafter referred to as "Contract". This Modification is hereby incorporated into and made an integral part of the Contract and is effective on November 5, 2017.

Section A. Renewal

Reference: Contract E194-1484, "Renewal of Contract."

Both parties hereby agree to renew the above-referenced Contract for an additional two (2) year period, beginning November 5, 2017 through November 4, 2019.

Section B. Modification

The purpose of this Modification is to document both parties' agreement to modify the terms and conditions as a result of procedural changes.

1. **Reference:** Contract E194-1484, "Applicable Laws and Courts."

APPLICABLE LAWS AND COURTS: This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2. **Reference:** Contract E194-1484, "Anti-Discrimination."

ANTI-DISCRIMINATION: The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). Faith-based organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
 3. **Reference:** Contract E194-1484, “Debarment Status.”
DEBARMENT STATUS: The Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Contractor further certifies that it is not debarred from filling any order or accepting any resulting order, or that it is an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against the Contractor, the non-debarred vendor will be debarred for the same time period as the debarred Contractor.

4. **Reference:** Contract E194-1484, “Payment.”
PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of the offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of

Virginia, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

5. **Reference:** Contract E194-1484, "Taxes."

TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

6. **Reference:** Contract E194-1484, "Availability of Funds."

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

7. **Reference:** Contract E194-1484, "Cancellation of Contract."

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60

days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

8. **Reference:** Contract E194-1484, "Attachment B Pricing Schedule."
Both parties hereby agree to modify the prices and published price list dates on Attachment B Pricing Schedule.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1484 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

4. SCOPE OF WORK

The purpose of this Contract is for the purchase of grounds maintenance equipment per Attachment A: Specifications at the prices indicated in Attachment B: Price Schedule. The goods and services are available on an as-needed basis under the same cost and terms and conditions agreed to in the Master Ordering Term Agreement to all Contract Participants

5. COMMODITY INFORMATION & PRICING

CONTRACT USE INSTRUCTIONS

I. PRICING INSTRUCTIONS:

Step 1. Attachment A: Approved Equipment Specifications by Category and Item Number:

Search the specifications in Attachment A to determine the basic unit of the equipment needed. Identify the Category and Item Number of the desired specifications.

Step 2. Attachment B: Price Schedule:

- a. Using the Category and Item Number identified in Attachment A, proceed to Attachment B for Model Numbers, Manufacturer's Published Prices, Contract Pricing, and Delivery information. Contract Pricing is derived from the Manufacturers Published Price less a firm-fixed percentage of discount. Only the manufacturer's equipment model numbers listed on Attachment B are covered under this Contract. If the equipment model number is not listed, it is not covered under this Contract and the percentage of discount and terms and conditions will not apply.
- b. Contact JDCRS to:
 - Determine if the equipment needed is covered under this Contract;
 - Configure the basic unit with additional attachments/implements to meet the Authorized User's needs;
 - Obtain a written quote that must include the Contract number, the Manufacturer's Published Price less the percentage of discount, the effective date of the Published Price List and delivery date; and
 - Obtain Dealer contact information.

II. ORDERING, DELIVERY AND INVOICING

Commonwealth of Virginia Authorized Users must refer to ordering information on the next page.

Step 3. Ordering: After receipt of a written quote from the Contractor, the Authorized User **must process a Purchase Order directly to John Deere Construction Retail Sales (not to the Dealer)** and attach the quote. The Contractor will notify the Dealer when the Purchase Order is received from the Authorized User, the order is sent to the factory, the equipment is warehoused and shipped to its location for delivery to the Authorized User.

Delivery: The Dealer will deliver and set-up the equipment.

Invoicing: JDCRS will invoice the Authorized User for the equipment ordered.

COMMONWEALTH OF VIRGINIA AUTHORIZED USERS
eVA ORDERING, DELIVERY AND INVOICING

Commonwealth of Virginia Authorized Users shall create a non-catalog order in eVA to **John Deere Construction Retail Sales (not to the Dealer)**. The order shall include at a minimum the quote number, Contract item number, full item description, Contract price and the delivery date.

The exact Contract Number **must** be inserted in the Contract number field for each line item of the eVA order and the quote should be electronically attached. Purchase orders not bearing the correct Contract number in the appropriate location will be non-compliant and may not be considered a purchase against this Contract. Any Purchase Order received from an Authorized User that does not include the above minimum information must be rejected by the Contractor. The Contractor must notify the Authorized User to modify the Purchase Order in eVA to include the minimum information required. Orders shall not be filled by the Contractor until the Purchase Order has been revised to include the minimum information required.

Sample eVA Screen

eVA My Home My Orders/My UPs My Approvals My Quick Quote Req's

Create Search Manage Recent Preferences

PR606256: asdfadf Items:0 Total:

If you cannot locate the item you want in the catalog, request a non-catalog item using the fields below. Non-catalog items may take longer to process because your purchase is not in the catalog.

Full Description: * **Description with Quote Number Referenced**

Commodity Code: **NIGP Code**

Supplier:

Contact: (no value)

Reg. Type:

Supplier Part Number:

Contract List:

Contract #: **Contract Number**

Supplier Auxiliary Part ID:

Quantity:

Unit of Measure:

Price: *\$0.00000 USD

Amount: \$0.00000 USD

6. GENERAL TERMS AND CONDITIONS

The following are the general terms and conditions for the Commonwealth of Virginia. Go to www.naspovaluepoint.org for the NASPO ValuePoint terms and conditions.

- A. **VENDORS MANUAL:** This contract is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under the "I Sell to Virginia" tab.
- B. **APPLICABLE LAWS AND COURTS:** This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** The Contractor certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). Faith-based organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

- e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Contractor certifies that it does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** The Contractor certifies that it is not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Contractor further certifies that it is not debarred from filling any order or accepting any resulting order, or that it is an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against the Contractor, the non-debarred vendor will be debarred for the same time period as the debarred Contractor.

- G. **ANTITRUST:** By entering into a contract, Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. Deleted.
- I. Deleted.
- J. **PAYMENT:**
 - 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of the offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. Deleted.

L. **QUALIFICATIONS OF CONTRACTOR:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim

an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

By mutual agreement between the parties in writing; or

By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which the Commonwealth may have.

Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

R. Deleted.

S. **TRANSPORTATION AND PACKAGING:** Contractor certifies and warrants that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. **INSURANCE:** Contractor certifies it will have the following insurance coverages. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit.

U. Deleted.

V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all proposals or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

W. **NONDISCRIMINATION OF CONTRACTORS:** A Contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the it employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All Contractors must maintain its eVA registration and pay the Vendor Transaction Fees specified below; failure to be registered may result in the Commonwealth terminating the contract.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - i. DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - ii. Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. For orders issued prior to July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. Deleted.

AA. Deleted.

- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

7. SPECIAL TERMS AND CONDITIONS

The following are the special terms and conditions for the Commonwealth of Virginia. Go to www.naspovaluepoint.org for the NASPO ValuePoint terms and conditions.

- A. **MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD:** The Contractor must accept payment by the Commonwealth of Virginia's small purchase charge card that is in effect at the time of order unless waived by DPS within 90 days of contract award. Payment for orders issued against the Contract must allow the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. Contractor's card account must be at Level 2 which is mandatory or Level 3 which is optional.
- B. **EQUIPMENT REPLACEMENTS, SUBSTITUTION & OBSOLETE ITEMS:** Substitution of a manufacturer product, brand, or equipment after award of this Contract is expressly prohibited unless approved in writing by the DPS Contract Officer. The agency at its discretion may require the Contractor to provide a substitute item of equivalent or better quality, subject to the approval by the Contract Officer at the same contracted percentage of discount(s), if the product for which the contract was awarded becomes unavailable or obsolete to the Dealer/Distributor. Upon notification by the Manufacturer or the Dealer stating that a product is being discontinued, the Contractor must contact the Contract Officer in writing. Any obsolete or discontinued items must have written approval from the Contract Officer prior to making new/replacement product available to the Authorized Users. Upon written approval from the Contract Officer, the Contractor may offer the new product as a direct or comparable replacement to all agencies and Authorized Users. A Contract Modification will incorporate the new Published Price List that contains the new equipment at the time of renewal annually. The Contractor must offer the same percentage of discount based on the Contract award for all replacements for obsolete/discontinued items or equipment. Approval is contingent upon compliance with the following conditions:
1. The Contractor requests approval in writing to the Contract Officer.
 2. The replacement equipment must offer the same or greater specifications than the product being replaced. The replacement equipment shall meet or exceed all performance level minimum specifications including accessories.
 3. The replacement equipment must be offered at the same percentage of discounts for the term of the Contract.
 4. The equipment offered in response to this solicitation should be the "newest product model" of the equipment available from the Manufacturer. Ground maintenance equipment advertised as standard equipment in the current Manufacturers Published Price List shall be furnished as standard equipment. No prototype, demo products, or rebuilt product will be accepted.
- C. **EQUIPMENT/SERVICES:** Contractor must provide warranty service and aftermarket services, if requested by an agency (for equipment purchased under this Contract) through their local Dealer network by location at the Dealers established service rate(s). The Dealer's service rates are not subject to the manufacturer's Contract discount(s). Service rates shall be quoted by the Contractor or Dealer and approved by the Authorized User or agency's authorized personnel prior to entering an order in eVA. The Commonwealth of Virginia and its users, and any NASPO VALUEPOINT Participating State, must be provided "aftermarket" service for equipment purchased under this Contract. The brands offered by the Contractor must have a minimum of three (3) authorized service Dealers in each state. One of the factory authorized services Dealer should be in the area of the user's location to provide services.
- D. **CONTRACT PARTICIPATION:** Contractors that accept NASPO VALUEPOINT's Cooperative Participating Addendum Agreement should accept the NASPO VALUEPOINT Agreement in its entirety. Each state that wishes to participate in this Contract must submit their Cooperative Participating Addendum Agreement directly to the Contractor for acceptance.
1. The NASPO VALUEPOINT suggested Terms & Conditions outlines the requirements of the consortium on an as-needed basis under the same terms and conditions including the firm percentage of discounts pricing in this Contract Award of the Commonwealth of Virginia or NASPO VALUEPOINT Participating Addendums. This Contract is being awarded with the understanding and agreement that it is for the sole convenience of the NASPO VALUEPOINT Participating Entities. The NASPO VALUEPOINT Participating Entities

reserve the right to obtain like goods from other sources at the NASPO VALUEPOINT Participating Entity's discretion.

2. Participating NASPO VALUEPOINT Entities:

- i. Upon the award of a Contract and the request and acceptance of a participating NASPO VALUEPOINT Entity, the Contractor shall provide each participating NASPO VALUEPOINT Entity with a list of Dealers authorized to sell the approved equipment listed herein on that Manufacturers Published Price List for that state by assigned territories, if applicable. These documents should be required only at the time a NASPO VALUEPOINT Participating State has been accepted by a Contractor and added as a Participating State under the Contract by a written Modification to this Contract by the Commonwealth's DPS Contract Officer.
- ii. Participating NASPO VALUEPOINT Entities that agree to participate in this Contract Award shall receive the Contractor's contracted firm percentages of discounts. The Dealers list received from the Contractor for that state shall include at a minimum the following information: Contract number and Contact name; Phone number, Fax number and Email address.

- E. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract.

Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

- F. **WARRANTY:** Equipment furnished under this Contract is warranted for a minimum of one year after receipt of Equipment or by the most favorable commercial warranty offered by the Contractor given to any customer for such goods or services. The Contractor's equipment sold under this Contract comes with a standard 12-month warranty. Authorized Users may purchase an extended warranty services agreement at the Dealer's standard extended warranty service rate agreed upon by the Authorized Users and Contractor's preferred dealer prior to purchase of the new equipment.
- G. **MATERIAL SAFETY DATA SHEETS:** The Contractor shall provide Material Safety Data Sheets and descriptive literature, if applicable, upon request.
- H. **SPECIAL EDUCATION OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.
- I. **RENEWALS:** The initial term of the Contract is three (3) years. This contract contains two (2) successive two-year renewal periods, and at a reasonable time (approximately four to six months) prior to the expiration, the decision as to whether to renew will be made by the Contract Officer
- J. **SUMMARY SALES DATA REPORTING:** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found

at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

- K. **NASPO VALUEPOINT ADMINISTRATIVE FEE:** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-half of one percent (0.5% or 0.005) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable.
- L. **PRICE ESCALATION/DE-ESCALATION:** The Commonwealth recognizes that various manufacturers' published price lists are subject to change at different times during the year. The first price adjustments against the manufacturer's published price list after contract award will be allowed at the time the Contractor normally publishes its annual price adjustments; thereafter, annual price adjustments may be allowed no earlier than 365 days from the date of the last approved price adjustment. The Consumer

Price, Producer Price or other appropriate indices will be used as a guide when reviewing price adjustments.

The Contractor shall submit price adjustment requests to the Contract Manager and allow no less than 60 days for review and approval. Approved price adjustments will be effective at the beginning of the month following the end of the full 60-day period or approval date at the discretion of the Contract Manager. The Contractor must submit documentation with the price adjustment request indicating the amount of the adjustment, proposed effective date, any general changes in the price of materials, and verification that the requested price adjustment is general in scope and not applicable just to the Commonwealth of Virginia.

Price decreases are subject to implementation at any time and shall be immediately conveyed to the Contract Manager. Should the price decrease between receipt of the order and shipment of the order, the Contractor shall invoice at the new lowest price. The percentage discounts shall not decrease throughout the term of the contract and renewal periods; however, the Commonwealth reserves the right to accept higher percentage discounts for equipment.

The Contract Manager will issue a contract modification to the Contractor of the approved price and percentage discount adjustments and the effective date and post a notice in eVA.

- M. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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Ground Maintenance Equipment
Administered by the Commonwealth of Virginia (hereinafter "Lead State")
MASTER AGREEMENT
Deere & Company
VA Contract Number: E194-1483
(hereinafter "Contractor")
And
State of Maine
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Ground Maintenance Equipment Contracts lead by the Commonwealth of Virginia for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official.

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/entity 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.

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

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

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- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
- iv. **NON-APPROPRIATION** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this 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, Division of Purchases and Supply
Address	1111 E. Broad Street Richmond, VA 23219
Telephone	804-786-2397
Fax	804-786-5413
E-mail	katherine.bosdell@dqs.virginia.gov

Contractor

Name	Becki Shadmani, Contract Administration, Government Sales
Address	2000 John Deere Run, Cary, NC 27513
Telephone	800-358-5010 ext 2055
Fax	309-749-2313
E-mail	GNSBids@JohnDeere.com

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Participating Entity

Name	Terry DeMerchant, Procurement Manager, Division of Purchases, State of Maine
Address	9 State House Station, Augusta Maine 04333-0009
Telephone	207-624-7334
Fax	207-287-6578
E-mail	Terry.L.DeMerchant@maine.gov

6. Subcontractors:

All [contractor] dealers authorized in the State of Maine, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the Master Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA-NASPO Contract # E194-1483" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Please channel your PO through one of our authorized dealers so they can arrange for proper ordering and installation of your unit.

Orders must be made out to the **[CONTRACTOR]**.

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: MA 18P 14041600000000000159 and the Lead State price agreement number: E194-1483.

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.

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This Participating Addendum and the Master Agreement number E194-1483 (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.

Purposefully Left Blank

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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: State of Maine	Contractor: Deere & Company
By: State of Maine, Division of Purchases <i>Mark W. Lutte</i>	By: <i>Becki Shadmani</i>
Name: Mark Lutte	Name: Becki Shadmani
Title: Acting Director of the Division of Purchases	Title: Contract Administrator
Date: 4/28/14	Date: 5/1/14

[Additional signatures as required by Participating State]

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Appendix A
CATEGORY AND CATALOG DISCOUNT INSTRUCTIONS
Contract: E194-1483 (JDC ONLY)

Attachment 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 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 "preferred dealer" or Contractor 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 will not 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.

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- 2) If the line items listed do not meet your required specification, the agency's End User must contact their "preferred local Deere & Company Dealer" 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 your "preferred dealer", and with the authorized approval at your agency, the agencies' End User should submit the purchase order.
- 4) Your "preferred local Deere & Company Dealer", which must be referenced on your order, will deliver and set-up your equipment F.O.B. Destination.

ATTACHMENT C: Commonwealth of Virginia Deere and Company's Authorized Dealers

- 1) Find Attachment C, which include all of Deere & Company's' authorized Dealers for the State of Maine. Any dealers that are not listed on Attachment C cannot offer a quotation on behalf of Deere & Company using the fixed firm percentage of discount under this Contract.
- 2) The Contractor's website and direct contact information is listed in Attachment B. Find a list of the Deere & Company's Dealers for the State of Maine in Attachment C.
- 3) End Users electing to use this "optional" use contract shall contract only with the Contractor or Dealer(s) listed herein, in order, to receive the firm percentage of discount offered through Deere and Company.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Deere & Company	
	Business name/disregarded entity name, if different from above: Ag & Turf Coporate Business Division and Government Sales	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 2000 John Deere Run City, state, and ZIP code Cary, NC 27513 List account number(s) here (optional) _____	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
3	6	-	2	3	8	2	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Becki Shadmeri*

Date ▶ *29 APR 14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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

NOTE: Where minimum engine horsepower and/or PTO horsepower is required for a specification item, the actual horsepower may vary below minimum specification by no greater than 10 percent.

----- CATEGORY 1: Heavy Duty Equipment -----

CATEGORY 1: Heavy Duty Equipment - Compact Tracked Loader

ITEM 1.

All compact track drive loader equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 80 horsepower:
- Rated operating capacity 2,500 pounds, minimum
- Rated operating capacity at 50% of tipping load 3,600 pounds, minimum
- Tipping load 7,300 pounds, minimum
- Automatic bucket leveling
- Reinforced rubber tracks
- Manufacturer standard bucket

CATEGORY 1: Heavy Duty Equipment - Compact Wheel Drive Skid Steer Loader

ITEM 2.

All compact wheel drive skid-steer loader equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 70 horsepower:
- Rated operating capacity 2,200 pounds, minimum
- Tipping load 4,300 pounds, minimum
- Automatic bucket leveling
- Manufacturer standard bucket

CATEGORY 1: Heavy Duty Equipment - Backhoe Loader

ITEM 3.

All backhoe loader equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 90 horsepower,
- 174" (14' 6") minimum backhoe standard dig depth
- 7,000 lbs. minimum loader bucket lift to full height
- ROPS operator cab
- Four wheel drive

----- CATEGORY 2: Tractors -----

CATEGORY 2: Extra Heavy Duty Tractor

ITEM 1.

All heavy duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 130 horsepower:
- 540 RPM rear PTO, 115 horsepower minimum,
- 3-point hitch, 6,000 lbs minimum lift capacity at 24"
- MFWD front axle for on/off 4WD
- Fully enclosed cab

CATEGORY 2: Heavy Duty Tractor

ITEM 2.

All heavy duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 90 horsepower,
- 540 RPM rear PTO, 75 horsepower minimum,
- 3-point hitch, 4,400 lbs minimum lift capacity at 24"
- Four wheel drive
- Enclosed cab

CATEGORY 2: Medium Duty Tractor

ITEM 3.

All medium duty tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 60 horsepower,
- 540 RPM rear PTO, 50 horsepower minimum,
- 3-point hitch, 3,100 lbs minimum lift capacity at 24"
- Four wheel drive

CATEGORY 2: Compact Tractor

ITEM 4.

All compact tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 30 horsepower,
- 540 RPM rear PTO, 20 horsepower minimum,
- 3-point hitch, 2,200 lbs minimum lift capacity at 24"
- Four wheel drive

CATEGORY 2: Sub-Compact Tractor

ITEM 5.

All sub-compact tractor equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 20 horsepower,
- 540 RPM rear PTO, 12 horsepower minimum,
- 3-point hitch, 650 lbs minimum lift capacity at 24"
- Four wheel drive or selectable two wheel drive / four wheel drive
-

----- CATEGORY 3: Tractor Towed PTO Driven Equipment -----

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type gang mower, terrain following, on a tilting frame for transport, for heavy duty large area mowing on flat and uneven terrain:

ITEM 1.

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width 20 feet
- (3) free floating mowing decks
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1" to 5" cutting height
- Rotary type cutting, (9) cutting blades
- 12" minimum diameter deck tires, pneumatic or semi-pneumatic
- Anti-scalping rollers or wheels

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type gang mower, terrain following, on a tilting frame for transport, for general mowing on large areas, flat and uneven terrain, such as parks, golf courses, school yards, large recreation areas:

ITEM 2.

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width of 15 feet
- (3) free floating mowing decks
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1" to 5" cutting height
- Rotary type cutting, (9) cutting blades
- 12" minimum diameter deck tires, pneumatic or semi-pneumatic
- Anti-scalping rollers or wheels

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type gang mower, terrain following, on a tilting frame for transport, for finish mowing on medium area flat or uneven terrain:

ITEM 3.

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width of 9 feet, minimum
- (5) free floating mowing decks
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1" to 3" cutting height
- (5) cutting blades
- 10" minimum diameter deck tires, pneumatic or semi-pneumatic
- Anti-scalping rollers or wheels

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type gang mower, terrain following, on a tilting frame for transport, for finish mowing on medium to large area flat or uneven terrain:

ITEM 4.

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width of 11 feet, minimum
- (3) free floating mowing decks
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1" to 5" cutting height
- (9) cutting blades
- 12" minimum diameter deck tires, pneumatic or semi-pneumatic
- Anti-scalping rollers or wheels

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type multiple unit heavy duty flexible wing rotary cutter for wide area heavy duty brush cutting, land clearing, highway maintenance, heavy brush material up to 4" thick:

ITEM 5.

All tractor towed PTO driven rotary cutter equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Requires tractor PTO, 540 RPM
- Cutting width of 15 feet
- Heavy duty 10 gauge minimum thick steel decks, with 1/4" thick skirt
- (2) hydraulic lift wing sections
- Connects available for tractor 3-point hitch or pull type hitch
- 2" to 16" cutting height
- 1/2" thick extra heavy duty steel rotary cutting blades
- Cuts material up to 4" thick
- Slip clutch drive line protection
- Front and rear discharge shields
- Rear caster wheel(s)

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

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CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type single unit heavy duty single unit rotary cutter for heavy duty brush cutting, land clearing, highway maintenance, heavy brush material up to 4" thick:

ITEM 6.

All tractor towed PTO driven rotary cutter equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Requires tractor PTO, 540 RPM
- Cutting width of 6 feet, minimum
- Heavy duty 7 gauge minimum thick steel deck
- Connects available for tractor 3-point hitch or pull type hitch
- 2" to 9" cutting height
- ½" minimum thick extra heavy duty steel rotary cutting blades
- Cuts material up to 3" thick
- Slip clutch drive line protection
- Front discharge shields
- Rear caster wheel(s)

CATEGORY 3: Tractor Towed PTO Driven Mowers - pull type single unit mower, for finish mowing on medium to small areas such as parks, school lawns, sports fields, golf course:

ITEM 7.

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width of 48 inches
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1" to 4" cutting height
- (3) rotary cutting blades
- 10" minimum diameter deck tires, pneumatic or solid
- Rear cuttings discharge

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type single unit mower, for finish mowing on medium to large areas such as parks, school lawns, sports fields, golf course, including areas with uneven terrain:

ITEM 8

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width of 84 inches
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1½" to 4" cutting height
- (3) rotary cutting blades
- 10" minimum diameter deck tires, pneumatic or solid
- Rear cuttings discharge

CATEGORY 3: Tractor Towed PTO Driven Mowers - Pull type single unit air tunnel grooming mower, for finish mowing on medium to large areas for moist, rugged, or tall grass:

ITEM 9.

All tractor towed PTO driven mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Cutting width of 72 inches
- Drive line for tractor 3-point hitch and 540 RPM PTO
- 1" to 4" cutting height
- (3) rotary cutting blades, offset for overlap
- 10" diameter deck tires, pneumatic or solid
- Side or rear cuttings discharge, with air lifting of cuttings

----- CATEGORY 4: Off Road Utility Vehicles -----

CATEGORY 4: Off Road Utility Vehicles - Heavy Duty 4x4 Diesel Service Truck

ITEM 1:

All heavy duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 20 horsepower,
- (2) occupants plus cargo
- Power dumping cargo bed
- 50" x 45" x 10" deep cargo bed
- 1,400 lbs minimum payload capacity
- 1,200 lbs minimum towing capacity
- Four wheel drive

CATEGORY 4: Off Road Utility Vehicles - Medium Duty 4x4 Diesel Service Truck

ITEM 2.

All medium duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 18 horsepower,
- (2) occupants plus cargo
- 40" x 45" x 9" deep cargo bed
- Tilting dump bed with tailgate
- 1,200 lbs minimum payload capacity
- 1,000 lbs minimum towing capacity
- Four wheel drive

CATEGORY 4: Off Road Utility Vehicles - Medium Duty 4x4 Gasoline Service Truck

ITEM 3.

All medium duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Gasoline engine, minimum 18 horsepower,
- (2) occupants plus cargo
- 40" x 45" x 9" deep cargo bed
- 1,200 lbs minimum payload capacity
- 1,000 lbs minimum towing capacity
- Four wheel drive

CATEGORY 4: Off Road Utility Vehicles - Medium Duty 4x2 Gasoline Service Truck

ITEM 4.

All medium duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Gasoline engine, minimum 14 horsepower,
- (2) occupants plus cargo
- 40" x 45" x 10" deep cargo bed
- Power tilting cargo bed
- 1,200 lbs minimum payload capacity
- 1,000 lbs minimum towing capacity
- Two wheel drive

CATEGORY 4: Off Road Utility Vehicles - Light Duty 4x2 Gasoline Service Truck

ITEM 5.

All light duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Gasoline engine, minimum 10 horsepower,
- (2) occupants plus cargo
- 36" x 44" x 10" deep cargo bed
- 1,000 lbs minimum payload capacity
- 600 lbs bed load capacity
- Two wheel drive

CATEGORY 4: Off Road Utility Vehicles -Heavy Duty 4x2 Diesel Flatbed Truck

ITEM 6.

All heavy duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Diesel engine, minimum 20 horsepower,
- (2) occupants plus cargo
- 63" x 46" x flatbed cargo bed
- Power tilting cargo bed
- 2,400 lbs minimum payload capacity
- 2,400 lbs minimum towing capacity
- Two wheel drive

CATEGORY 4: Off Road Utility Vehicles - Heavy Duty 4x2 Gasoline Flatbed Truck

ITEM 7.

All heavy duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Gasoline engine, minimum 20 horsepower,
- (2) occupants plus cargo
- 63" x 46" x flatbed cargo bed
- Power tilting cargo bed
- 2,400 lbs minimum payload capacity
- 2,400 lbs minimum towing capacity
- Two wheel drive

CATEGORY 4: Off Road Utility Vehicles - Light Duty 4x2 Gasoline Flatbed Truck

ITEM 8.

All light duty off road service vehicle equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Gasoline engine, minimum 10 horsepower,
- (2) occupants plus cargo
- 44" x 48" x flatbed cargo bed
- 900 lbs minimum payload capacity
- 600 lbs bed load capacity
- Two wheel drive

----- CATEGORY 5: Self Propelled Riding Mowers -----

CATEGORY 5: Self Propelled Riding Mowers - Heavy duty wide coverage gang type rotary blades riding mower for large grass area mowing, and mowing of golf course rough turf:

ITEM 1.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 85 horsepower diesel engine, minimum,
- Cutting width of 16 feet
- (1) main deck and (2) wing decks
- 1" to 5" cutting height
- Hydraulic powered rotary cutting blades
- Hydrostatic all wheel drive
- Driver station with steering wheel and adjustable seat

CATEGORY 5: Self Propelled Riding Mowers - Medium duty wide coverage gang type rotary blade riding mower for large grass area mowing, mowing of golf course rough turf, and large grass sports fields:

ITEM 2.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 50 horsepower diesel engine, minimum,
- Cutting width of 10 feet
- (1) main deck and (2) wing decks
- 1" to 5" cutting height
- Hydraulic powered rotary cutting decks
- Full time all wheel drive
- Driver station with steering wheel and adjustable seat

CATEGORY 5: Self Propelled Riding Mowers - Medium duty wide coverage single deck type rotary blade riding mower for large grass area mowing, mowing of golf course rough turf, and large grass sports fields:

ITEM 3.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 50 horsepower diesel engine, minimum,
- Cutting width of 10 feet
- (1) main deck with swing-up side deck sections for (3) cut widths
- 1" to 5" cutting height
- Hydraulic powered rotary cutting blades
- Full time all wheel drive
- Driver station with steering wheel and adjustable seat

CATEGORY 5: Self Propelled Riding Mowers - Wide coverage gang reel type riding mower for large grass area medium finish mowing, and mowing of golf course fairway turf:

ITEM 4.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 30 horsepower diesel engine,
- Cutting width of 8 feet
- (5) reel mowing units
- 0.25" to 2" cutting height
- Hydraulic powered mowing reels
- Hydrostatic all wheel drive
- Driver station with steering wheel and adjustable seat

CATEGORY 5: Self Propelled Riding Mowers - Gang reel type riding mower for small to medium area finish mowing, and mowing of golf course rough, trim, and surrounds areas turf:

ITEM 5.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 18 horsepower diesel engine,
- Cutting width of 72 inches or 84 inches
- (3) reel mowing units
- 0.375" to 2" cutting height
- Hydraulic powered mowing reels
- Hydrostatic all wheel drive
- Driver station with steering wheel and adjustable seat

CATEGORY 5: Self Propelled Riding Mowers - Gang reel type riding mower for small to medium area very fine finish mowing, and mowing of golf course greens:

ITEM 6.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 16 horsepower diesel engine,
- Cutting width of 59 inches
- (3) reel mowing units
- 0.062" to 0.297" or .0.258" to 1" cutting heights
- Drive shaft powered mowing reels
- Hydrostatic all wheel drive
- Driver station with steering wheel and adjustable seat

CATEGORY 5: Self Propelled Riding Mowers - Zero turn type rotary blade riding mower for medium and large size area general mowing and lawn area maintenance:

ITEM 7.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 30 horsepower diesel engine,
- Cutting width of 72 inches
- (3) rotary mowing blades
- 1½" to 5" cutting height
- Drive shaft driven cutter deck
- Hydrostatic two wheel drive
- Driver station with adjustable seat or control arms

CATEGORY 5: Self Propelled Riding Mowers - Zero turn type rotary blade riding mower for medium size area general mowing:

ITEM 8.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 25 horsepower gasoline engine,
- Cutting width of 60 inches, minimum
- (3) rotary mowing blades
- 1½" to 5" cutting height
- Drive shaft driven cutter deck
- Two wheel drive
- Driver station with adjustable seat or control arms
- Anti-scalping wheels or rollers

**CATEGORY 5: Self Propelled Riding Mowers:
Zero turn type rotary blade riding mower for small to medium size area general mowing and lawn area maintenance:**

ITEM 9.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 20 horsepower gasoline engine,
- Cutting width of 50 inches, minimum
- (3) rotary mowing blades
- 1½" to 5" cutting height
- Belt driven cutter deck
- Two wheel drive
- Driver station with adjustable seat or control arms
- Anti-scalping wheels or rollers

**CATEGORY 5: Self Propelled Riding Mowers -
Zero turn type rotary blade riding mower for small size area general mowing and lawn area maintenance:**

ITEM 10.

All self propelled riding mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 18 horsepower gasoline engine,
- Cutting width of 48 inches
- (2) rotary mowing blades
- 1½" to 4 ½" cutting height
- Belt driven cutter deck
- Two wheel drive
- Driver station with adjustable seat or control arms
- Anti-scalping wheels or rollers

----- CATEGORY 6: Walk-Behind Mowing Equipment -----

CATEGORY 6: Walk-Behind Mowing Equipment - Walk-behind self propelled rotary blade mower for medium size area general mowing and lawn area maintenance:

ITEM 1.

All walk-behind mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 14 horsepower gasoline engine,
- Cutting width of 48 inches, minimum
- (3) rotary mowing blades
- 1½" to 4" cutting height
- Belt driven cutter deck
- 5-speed transmission or hydrostatic to drive wheel
- Manual engine starting
- Handle mounted controls
- Anti-scalping wheels or rollers

CATEGORY 6: Walk-Behind Mowing Equipment: - Walk-behind self propelled rotary blade mower for small size area general mowing and lawn area maintenance:

ITEM 2.

All walk-behind mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 5 horsepower gasoline engine,
- Cutting width of 21 inches
- (1) rotary mowing blade
- 1" to 3" cutting height
- Crankshaft driven cutter blade
- 3-speed transmission to drive wheel
- Rear discharge, with bag and mulch plug
- Handle mounted controls

CATEGORY 6: Walk-Behind Mowing Equipment - Walk-behind self propelled reel type mower for finish mowing of golf greens:

ITEM 3.

All walk-behind mowing equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 4 horsepower gasoline engine,
- Cutting width of 21 inches, minimum
- (1) 11-blade cutting reel
- 1/8" to 7/16" cutting height
- Belt or chain drive cutting reel
- Clutch engagement drive to drive wheel
- Handle mounted controls
- Grass basket

-----CATEGORY 7: Turf Maintenance & Material Handling Equipment -----

CATEGORY 7: Turf Maintenance Equipment - Tractor towed material handler and large area hydraulic driven top dresser for lawn area maintenance, material handling, and golf course sand trap maintenance:

ITEM 1.

All towed top dresser equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum hopper capacity 4 cubic yards
- Adjustable spreading width of 9' to 35', minimum, with broadcast spinner attachment
- Towing tractor hydraulic system activates unit
- 30" wide conveyor belt
- Metering rear gate
- Swiveling cross conveyor attachment
- 11,500 pounds payload

CATEGORY 7: Turf Maintenance Equipment - Tractor towed large area hydraulic driven top dresser for lawn area maintenance:

ITEM 2.

All towed top dresser equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum hopper capacity 2.5 cubic yards
- Spreading width of 72 inches
- Towing tractor hydraulic system activates unit
- 72" wide conveyor belt
- Metering rear gate
- Hydraulic driven finishing brush
- 11,000 pounds payload
- Option for tractor PTO drive

**CATEGORY 7: Turf Maintenance Equipment:
Ground driven top dresser for medium to large lawn area maintenance:**

ITEM 3.

All ground driven top dresser equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum hopper capacity 2 cubic yards
- Spreading width of 60 inches, minimum
- Ground drive wheels activate unit when towed
- 9" diameter brush
- 60" wide conveyor belt
- Metering rear gate
- Clutch for conveyor and brush drive
- 6,000 pounds payload

**CATEGORY 7: Turf Maintenance Equipment:
Ground driven top dresser for small to medium lawn area maintenance:**

ITEM 4

All ground driven top dresser equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum hopper capacity 25 cubic feet
- Spreading width of 60 inches
- Ground drive wheels activate unit when towed
- 9" diameter brush
- 60" wide conveyor belt
- Metering rear gate
- Clutch for conveyor and brush drive
- 2,000 pounds payload

CATEGORY 7: Turf Maintenance Equipment - Truck mounted broadcast spinner type top dresser for small to medium lawn area maintenance:

ITEM 5.

All truck mounted top dresser equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum hopper capacity 18 cubic feet
- Spreading width of 15' to 30' with broadcast spinner
- Mounts on off road service vehicle with flatbed
- Uses carry vehicle hydraulic system for activation
- 18" wide conveyor belt
- Metering rear gate
- 1/32 inch to 1/4 inch spread depth

CATEGORY 7: Turf Maintenance Equipment - Truck mounted drop type top dresser for small lawn area maintenance:

ITEM 6.

All truck mounted top dresser equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum hopper capacity 18 cubic feet
- Spread width of 60"
- Mounts on off road service vehicle with flatbed
- Uses carry vehicle hydraulic system for activation
- 60" wide conveyor belt
- Metering rear gate
- Variable application rate

----- CATEGORY 8: Recreation Area Equipment -----

CATEGORY 8: Recreation area Equipment - Self propelled riding ball field and golf course bunker conditioner:

ITEM 1.

All self propelled riding ball field conditioning equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 12 horsepower gasoline engine,
- 3-wheel Hydrostatic drive
- Adjustable driver seat with steering wheel
- Uses a variety of attachments for grounds conditioning, which may include, but not limited to:
 - Leveling blade
 - Field rake or finisher
 - Drag mat
 - Scarifier
 - Grooming broom or brush

CATEGORY 8: Recreation area Equipment - Self propelled Electric riding ball field conditioner:

ITEM 2.

All self propelled riding ball field conditioning equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 5 peak horsepower, 48 volt DC electric motor
- (4) 12 volt deep cycle batteries
- Charging system for 110 VAC or 220 VAC input
- Direct drive motor to rear wheels transaxle
- Adjustable driver seat with steering wheel
- Uses a variety of attachments for grounds conditioning, which may include, but not limited to:
 - Leveling blade
 - Field rake or finisher
 - Drag mat
 - Scarifier
 - Grooming broom or brush

CATEGORY 8: Recreation area Equipment - Towed ball field scarifier, rake, and surface conditioner:

ITEM 3.

All towed ball field conditioning equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Towed behind small tractor or off road service vehicle
- Basic unit with locked and float position selection
- Basic towed unit 70" minimum width
- Uses a variety of attachments for grounds conditioning, which may include, but not limited to:
 - Heavy duty scarifier
 - Light duty scarifier
 - Double brush broom

CATEGORY 8: Recreation area Equipment - Walk-behind self propelled field line painter:

ITEM 4.

All walk behind line painting equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 3 HP Gasoline engine, drives unit and paint pump system,
- 3-wheel tricycle chassis, with pneumatic tires
- Self propelled, with handle mounted drive engagement
- Variable line width, 2" to 6" wide
- Agitation system to keep paint mixed
- 10 gallons minimum capacity line paint tank

----- CATEGORY 9: Aerator Equipment -----

CATEGORY 9: Aerator Equipment - Tractor towed PTO driven large area aerator:

ITEM 1.

All tractor towed aerator equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 98" minimum aeration width
- Up to 5" aeration depth capability
- 3-point tractor hitch towed, tractor PTO driven
- 540 RPM tractor PTO required, 2,300 pounds 3-point hitch lift capacity
- Choice of coring or solid tines

CATEGORY 9: Aerator Equipment - Tractor towed PTO driven deep tine aerator:

ITEM 2.

All tractor towed aerator equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 72" minimum aeration width
- Minimum 8" aeration depth capability
- 3-point tractor hitch towed, tractor PTO driven
- 540 RPM tractor PTO required, 2,800 pounds 3-point hitch lift capacity
- Choice of coring or solid tines

CATEGORY 9: Aerator Equipment - Self propelled small to medium area walk-behind aerator:

ITEM 3.

All walk-behind aerator equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 48" aeration width
- Up to 4" aeration depth capability
- 20 horsepower gasoline engine,
- 7.5 gallon fuel tank
- 3-wheel hydrostatic drive system

CATEGORY 9: Aerator Equipment - Self propelled small area walk-behind aerator:

ITEM 4.

All walk-behind aerator equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 31" aeration width
- Up to 3" aeration depth capability
- 20 horsepower gasoline engine,
- 5 gallon fuel tank
- 2 wheel drive system

----- CATEGORY 10: Debris Blower Equipment -----

CATEGORY 10: Blower Equipment - Towed engine driven debris blower, to be towed behind an off road service vehicle:

ITEM 1.

All truck towed engine driven blower equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 20 horsepower gasoline engine,
- Turbine fan
- Single nozzle blower air chute, 360 degrees rotation
- 5 gallon fuel tank
- Remote control of unit from vehicle driver station, to include blower air chute rotation

CATEGORY 10: Blower Equipment - Tractor Towed PTO driven debris blower, medium air volume:

ITEM 2

All tractor towed PTO driven blower equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 540 RPM PTO powered
- 3-point hitch mounted
- Single nozzle blower air chute, 180 degrees rotation
- 6,000 Cubic feet per minute (CFM) air flow
- Turf protection roller

CATEGORY 10: Blower Equipment - Tractor Towed PTO driven debris blower, high air volume:

ITEM 3.

All tractor towed PTO driven blower equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 540 RPM PTO powered
- 3-point hitch mounted
- Single nozzle blower air chute, 180 degrees rotation
- 7,000 Cubic feet per minute (CFM) air flow, minimum
- Turf protection roller

----- **CATEGORY 11: Seeding Equipment** -----

CATEGORY 11: Seeding Equipment - Tractor Towed PTO driven overseeder equipment for large area seeding:

ITEM 1.

All tractor towed PTO driven over seeding equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Tractor PTO powered, 540 RPM
- 3-point hitch mounted
- 72" seeding width
- 0" to 1½" seed depth
- Slip clutch drive line protection
- 5 bushel waterproof seed box with seed agitator
- Soil slicing knives for seed deposit

CATEGORY 11: Seeding Equipment - Tractor Towed ground driven overseeder equipment for medium area seeding:

ITEM 2.

All tractor towed ground driven over seeding equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 3-point hitch mounted
- 48" seeding width
- 0" to 1½" seed depth
- 3 bushel seed box
- Metering seed cups

CATEGORY 11: Seeding Equipment - Walk-Behind self propelled overseeder equipment for small area seeding:

ITEM 3.

All walk behind self propelled over seeding equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 11 horsepower gasoline engine
- V-belt drive
- 19" seeding width
- 0" to 1½" seed depth
- Belt tightening clutch drive
- .8 cubic ft. seed box
- Soil slicing system for seed deposit
- Seed metering system

----- CATEGORY 12: Spraying Equipment -----

CATEGORY 12: Spraying Equipment - Self propelled riding boom type sprayer:

ITEM 1.

All self propelled riding boom type sprayer equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 30 horsepower diesel engine,
- Hydrostatic drive
- 10 gallons fuel tank
- 18 ft. 3-section folding spray boom, with break-away protection
- 300 gallons spray solution tank
- Enclosed driver cab

CATEGORY 12: Spraying Equipment - Trailer mounted boom type sprayer:

ITEM 2.

All trailer mounted sprayer equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Gasoline engine driven spray media pump,
- 200 gallons fiberglass or polyethylene spray media tank
- Media agitation system in tank
- 18 ft. 3-section folding spray boom, with break-away protection
- Hand held tree sprayer with 100 ft. of hose
- 50 ft. minimum tree spray height
- Spray control system

CATEGORY 12: Spraying Equipment - Off road service vehicle mounted boom type sprayer:

ITEM 3.

All service vehicle mounted sprayer equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Mounts on heavy duty flatbed off road service vehicle
- Uses carry vehicle hydraulic system for spray pump drive
- 200 gallons fiberglass or polyethylene spray media tank
- Media agitation system in tank
- 3-section folding spray boom, with break-away protection
- Hand held spray gun capability with 50 ft. minimum hose
- 200 psi available spray pressure
- Spray control system

----- CATEGORY 13: Hand Held Equipment -----

CATEGORY 13: Hand Held Equipment - Gasoline powered string trimmer:

ITEM 1.

All hand held equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum 28cc gasoline engine,
- 17" width of cut
- Weight of 14 pounds or less
- Straight shaft, 58" minimum length
- Minimum fuel capacity 17 ounces
- Dual trimmer line head

CATEGORY 13: Hand Held Equipment - Gasoline powered backpack mounted blower unit:

ITEM 2.

All hand held equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum 60cc gasoline engine,
- Tube mounted throttle
- Weight of 25 pounds or less
- Minimum 45 ounce fuel tank capacity
- Back rest and shoulder straps
- Minimum air volume with tube 700 cubic feet per minute
- Exit air speed up to 200 MPH minimum
- 75 Db(A) maximum noise level

CATEGORY 13: Hand Held Equipment - Gasoline powered Chain Saw:

ITEM 3.

All hand held equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum 50cc gasoline engine
- Minimum 3 horsepower,
- 18" bar length
- Weight of 13 pounds or less
- Chain stop brake
- Minimum fuel capacity 12 ounces
- Vibration reduction system

CATEGORY 13: Hand Held Equipment - Gasoline powered Backpack Sprayer:

ITEM 4.

All hand held equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Minimum 21cc gasoline engine,
- Minimum 16 ounces fuel capacity
- Minimum 5 gallon media tank
- Metal spray wand
- 20 ft. spray distance
- Minimum 140 psi rating
- Shoulder strap system

----- CATEGORY 14: Miscellaneous Equipment -----

CATEGORY 14: Miscellaneous Equipment - Ground driven towed fertilizer and sand/salt broadcast spreader:

ITEM 1.
All ground driven towed fertilizer spreader equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Hopper capacity holds 800 pounds of material
- Equipment is ground wheel driven, no motor drives
- Broadcast spreading of fertilizer up to 50 feet total width
- Spreading of sand and road salts up to 18 feet total width
- Choice of traction profile tires or lawn flotation tires

CATEGORY 14: Miscellaneous Equipment - Tractor Towed PTO driven artificial turf sweeper:

ITEM 2.
All tractor towed PTO driven artificial turf sweeper equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- Tractor PTO driven, 540 RPM
- 3-point hitch mounted, 1,550 lbs lift
- 60" width of sweeping path
- Rotary brush
- Turbine fan
- Filter and sifter

CATEGORY 14: Miscellaneous Equipment - Tractor towed engine driven vacuum turf sweeper:

ITEM 3.
All towed engine driven turf vacuum sweeper equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 20 horsepower gasoline engine,
- ¾" pin type hitch
- 5 cubic yards capacity debris hopper
- 60 inch sweep width
- Spring loaded flex tip reel for small debris pick up

CATEGORY 14: Miscellaneous Equipment - Walk-Behind self propelled sod cutter:

ITEM 4.
All walk behind self propelled sod cutter equipment offered as an equivalent shall meet or exceed the following minimum requirements:

- 5 horsepower gasoline engine,
- V-belt drive
- 18" sod cutting width
- Sod cutting thickness adjustable to 2½"
- Minimum of (2) forward speeds
- Clutch operation at handle controls

ATTACHMENT B: CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13
PRICING (CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED)
INFORMATION

Ground Maintenance Equipment Awarded Contract with Contractors Published
Pricing and Firm Discounts
AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY.
CONTRACTOR, CONTACT, AND DELIVERY INFORMATION

CONTRACTOR: Deere and Company
 2000 John Deere Run
 Cary, NC 27513
 Contact: Bedki Shadmani or Tamara Hebert
 Contract Administrator, Government Sales
 Office: (919) 804-2055 or (919)804-2862
 Fax: (309) 749-2313

ITEM	DESCRIPTION	QTY	MFG. LIST PRICE	LESS % of DISCOUNT =	UNIT PRICE AFTER DISCOUNT	DELIVERY	PPL DATE
1	<p>Ground Maintenance Equipment Awarded Contract with Contractors Published <u>Pricing and Firm Discounts</u> AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY. CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>						
2	<p>CONTRACTOR: Deere and Company 2000 John Deere Run Cary, NC 27513 Contact: Bedki Shadmani or Tamara Hebert Contract Administrator, Government Sales Office: (919) 804-2055 or (919)804-2862 Fax: (309) 749-2313</p>						
3	Category 2: Tractors						
4	Detailed Specifications for Basic Units Per Category (Reference Attachment A for detailed specifications)						
5	TRACTORS						
6	Extra Heavy Duty Tractor - John Deere Manufacturer: Model 6150M Cab (replaces model 7330 Cab) To include Order Codes: 00U2L 1002 202 511 1435 2051 2109 2510 2557 2591 3304 3822 4121 4213 4410 5073 5251 5999 6043 6250 6799 7702 8224 8230 8250 8240 8446 8434 8762	1	\$116,957.00	23.00%	\$90,064.59	60-180 Days ARO	17-Dec-12
7	6170M Cab Tractor (Base Machine only)	1	\$127,029.00	23.00%	\$97,822.33	60-180 Days ARO	17-Dec-12
8	6150R Cab Tractor (Base Machine only)	1	\$135,634.00	23.00%	\$104,438.18	60-180 Days ARO	17-Dec-12
9	6170R Cab Tractor (Base Machine only)	1	\$147,093.00	23.00%	\$113,261.61	60-180 Days ARO	17-Dec-12
10	6190R Cab Tractor (Base Machine only)	1	155,742.00	23.00%	\$119,921.34	60-180 Days ARO	17-Dec-12
11	6210R Cab Tractor (Base Machine only)	1	164,469.00	23.00%	\$126,544.33	60-180 Days ARO	17-Dec-12
12	6140D Cab Tractor (Base Machine only)	1	74,843.00	23.00%	\$57,623.11	60-180 Days ARO	17-Dec-12
13	Heavy Duty Tractor - John Deere, Manufacturer: Model 610SD Cab (replaces model 61000) To include Order Codes: 6546P 0202 0500 2050 1381 2100 3320 4120 5470 6119	1	\$61,730.00	23.00%	\$47,592.10	60-180 Days ARO	17-Dec-12
14	6115D Cab Tractor (Base Machine only)	1	65,293.00	23.00%	\$50,275.61	60-180 Days ARO	17-Dec-12
15	6130D Cab Tractor (Base Machine only)	1	70,651.00	23.00%	\$54,385.27	60-180 Days ARO	17-Dec-12
16	6105M Cab Tractor (Base Machine only)	1	\$87,859.00	23.00%	\$67,631.43	60-180 Days ARO	17-Dec-12
17	6115M Cab Tractor (Base Machine only)	1	\$92,037.00	23.00%	\$70,868.49	60-180 Days ARO	17-Dec-12
18	6125M Cab Tractor (Base Machine only)	1	98,225.00	23.00%	\$75,633.25	60-180 Days ARO	17-Dec-12
19	6140M Cab Tractor (Base Machine only)	1	\$107,591.00	23.00%	\$82,645.07	60-180 Days ARO	17-Dec-12
20	6105R Cab Tractor (Base Machine only)	1	97,857.00	23.00%	\$75,349.89	60-180 Days ARO	17-Dec-12

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	
<p>ATTACHMENT B: PRICING INFORMATION</p> <p>CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13 (CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED)</p> <p><u>Ground Maintenance Equipment Awarded Contract with Contractors Published Pricing and Firm Discounts</u> AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY. CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>																	
1	<p>CONTRACTOR: Deere and Company 2000 John Deere Run Cary, NC 27513 Contact: Becki Shadmani or Tamara Hebert Contract Administrator, Government Sales Office: (919) 804-2055 or (919)804-2862 Fax: (309) 749-2313</p>																
2	<p>Ground Maintenance Equipment Awarded Contract with Contractors Published Pricing and Firm Discounts</p>																
3	<p>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY.</p>																
35	<p>CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>																
36	<p>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY.</p>																
37	<p>CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>																
38	<p>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY.</p>																
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68	<p>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY.</p>																
69	<p>CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>																

**ATTACHMENT B: CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13
 PRICING (CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED)
 INFORMATION**

**Ground Maintenance Equipment Awarded Contract with Contractors Published
 Pricing and Firm Discounts
 AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY,
 CONTRACTOR, CONTACT, AND DELIVERY INFORMATION**

CONTRACTOR: Deere and Company
 2000 John Deere Run
 Cary, NC 27513
 Contact: Becki Shadmani or Tamara Hebert
 Contract Administrator, Government Sales
 Office: (919) 804-2055 or (919)804-2862
 Fax: (309) 749-2313

3	DESCRIPTION	QTY	MFG. LIST PRICE	LESS % of DISCOUNT =	UNIT PRICE AFTER DISCOUNT	DELIVERY	PPL DATE
70							
71	5045E Utility Tractor (Base Machine only)	1	23,444.00	18.00%	\$19,224.08	60-180 Days ARO	17-Dec-12
72	5055E Utility Tractor (Base Machine only)	1	26,162.00	18.00%	\$21,452.84	60-180 Days ARO	17-Dec-12
73	5055E Cab Utility Tractor (Base Machine only) ADD / NEW MODEL	1	35,338.00	18.00%	\$28,977.16	60-180 Days ARO	22-Aug-13
74	4120 Tractor (Base Machine only)	1	27,405.00	17.00%	\$22,746.15	60-180 Days ARO	18-Dec-12
75	4320 Tractor (Base Machine only)	1	29,700.00	17.00%	\$24,651.00	60-180 Days ARO	18-Dec-12
76	3320 Tractor (Base Machine only)	1	21,166.00	17.00%	\$17,567.78	60-180 Days ARO	18-Dec-12
77	3720 Tractor (Base Machine only)	1	27,088.00	17.00%	\$22,463.04	60-180 Days ARO	18-Dec-12
78	3032E Tractor (Base Machine only)	1	15,539.00	17.00%	\$12,897.37	60-180 Days ARO	18-Dec-12
79	3038E Tractor (Base Machine only)	1	16,952.00	17.00%	\$14,070.16	30 - 60 Days ARO	18-Dec-12
80	Sub-Compact Tractor - John Deere, Manufacturer: Model 1023E Tractor - To include Order Codes: 02501V 4400	1	\$11,296.00	17.00%	\$9,375.88	30 - 60 Days ARO	18-Dec-12
81	ITEM 5						
82	1025R Tractor (Base Machine only)	1	\$13,361.00	17.00%	\$11,089.63	30 - 60 Days ARO	13-May-13
83	1025R T18 (Base Machine only) ADD / NEW MODEL	1	\$22,348.00	17.00%	\$18,548.84	30 - 60 Days ARO	12-Aug-13
84	2025R Tractor (Base Machine only) ADD / NEW MODEL	1	\$14,345.00	17.00%	\$11,906.35	30 - 60 Days ARO	12-Aug-13
85	2032R Tractor (Base Machine only) ADD / NEW MODEL	1	\$18,595.00	17.00%	\$15,431.85	30 - 60 Days ARO	12-Aug-13
86							
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PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTATIONS FOR "ADDITIONAL LINE ITEMS" - CATEGORY 2:

1000-4000 Series Tractors - 17%; 5000 Series Tractors - 18%; 6000 Series Tractors - 23%; Frontier - 18%

\$0.00

17Dec12; 18Dec12; 05Nov12; 10Dec12

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<p>ATTACHMENT B: PRICING INFORMATION</p> <p>CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13 (CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED)</p> <p>Ground Maintenance Equipment Awarded Contract with Contractors Published Pricing and Firm Discounts</p> <p>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY, CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>																		
<p>CONTRACTOR: Deere and Company</p> <p>2000 John Deere Run Cary, NC 27513</p> <p>Contact: Becki Shadmani or Tamara Hebert Contract Administrator, Government Sales Office: (919) 804-2055 or (919)804-2862 Fax: (309) 749-2313</p>																		
1	<p>Category 3: TRACTOR TOWED PTO DRIVEN</p>																	
101	<p>Category 3: TRACTOR TOWED PTO DRIVEN</p>																	
102	ITEM 5	John Deere Model CX15 - Pull type multiple unit heavy duty flexible wing rotary cutter for										1						
103																		
104																		
105																		
106																		
107																		
108																		
109																		
110																		
111	ITEM 6	John Deere Model 609 Cutter- Pull type single unit heavy duty single unit rotary cutter for heavy duty brush cutting, land clearing, highway maintenance, heavy brush material up to 4" thick. MODEL HX6 To include Order Codes: 219HP 0202										1						
112																		
113																		
114																		
115																		
116																		
117																		
118																		
119	<p>Category 4: OFF ROAD UTILITY VEHICLES</p>																	
120	ITEM 1	Heavy Duty 6x4 Diesel Service Truck - John Deere - Model: XUV 855D Green & Yellow - To include Order Codes: 398FM 0202 1001 2000 3000 4000 5000 5110 6010 6310										1						
121																		
122																		
123																		
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<p align="center">CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13 (CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED)</p>																
<p>ATTACHMENT B: PRICING INFORMATION</p>																
<p>Ground Maintenance Equipment Awarded Contract with Contractors Published Pricing and Firm Discounts</p>																
<p>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY, CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</p>																
1.	<p>CONTRACTOR: Deere and Company 2000 John Deere Run Cary, NC 27513 Contact: Becki Shadmani or Tamara Hebert Contract Administrator, Government Sales Office: (919) 804-2055 or (919)804-2862 Fax: (309) 749-2313</p>															
2.	<p>Detailed Specifications for Basic Units Per Category</p>															
3	<p>ITEM 2</p>															
155	<p>John Deere 1600 WAMM; Medium duty wide coverage gang type rotary blade riding mower for large grass area mowing, mowing of golf course rough turf, and large grass sports fields: 1600 WAMM - To include Order Code 0703TC</p>															
156	1															
157																
158	<p>1600 WAMM - 4 Post ROPS Canopy (Base Machine only)</p>															
159	1															
160	<p>John Deere: Model 997 Ztrak/72in PRO Deck - Zero turn type rotary blade riding mower for medium and large size area general mowing and lawn area maintenance. To include Order Code 0959TC</p>															
161	1															
162	<p>1445 Series II Front Mower/72in Deck (Base Machine only)</p>															
163	1															
164	<p>1545 Series II Front Mower/72in Deck (Base Machine only)</p>															
165	1															
166	<p>1565 Series II Front Mower/72in Deck (Base Machine only)</p>															
167	1															
168	<p>John Deere Commercial Z920, Toro Z4903, or equivalent; Zero turn type rotary blade riding mower for small to medium size area general mowing and lawn area maintenance: Z915B/54in Deck- To include Order Codes Z130TC 0202 1502 2000</p>															
169	1															
170	<p>Z925M EFI Commercial Ztrak (Base Machine Only)</p>															
171	1															
172	<p>Z930M Commercial Ztrak (Base Machine Only)</p>															
173	1															
174	<p>Z930M EFI Commercial Ztrak (Base Machine Only)</p>															
175	1															
176	<p>Z930R Commercial Ztrak (Base Machine Only)</p>															
177	1															

**ATTACHMENT B:
PRICING
INFORMATION**

**CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13
(CHANGES MADE TO THIS CONTRACT ARE INDICATED IN
RED)**

**Ground Maintenance Equipment Awarded Contract with Contractors Published
Pricing and Firm Discounts**

**AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY,
CONTRACTOR, CONTACT, AND DELIVERY INFORMATION**

CONTRACTOR: Deere and Company
2000 John Deere Run
Cary, NC 27513
Contact: Becki Shadmani or Tamara Hebert
Contract Administrator, Government Sales
Office: (919) 804-2055 or (919)804-2862
Fax: (309) 749-2313

ITEM NO	DESCRIPTION	QTY	MFG. LIST PRICE	LESS % of DISCOUNT =	UNIT PRICE AFTER DISCOUNT	DELIVERY	PPL DATE
178	2950R Commercial Ztrak (Base Machine Only)	1	\$ 12,429.00	23.00%	\$9,570.33	30 - 60 days ARO	18-Dec-12
179	2960R Commercial Ztrak (Base Machine Only)	1	\$ 13,099.00	23.00%	\$10,086.23	30 - 60 days ARO	18-Dec-12
182	2970R Commercial Ztrak (Base Machine Only)	1	\$ 14,169.00	23.00%	\$10,910.13	30 - 60 days ARO	18-Dec-12
184	652R Commercial QuikTrak (Base Machine Only)	1	\$ 8,465.00	23.00%	\$6,518.05	30 - 60 days ARO	22-Apr-13
185	652R Commercial QuikTrak (Base Machine Only)	1	\$ 9,465.00	23.00%	\$7,288.05	30 - 60 days ARO	22-Apr-13
186	652R EH Commercial QuikTrak (Base Machine Only)	1	\$ 9,965.00	23.00%	\$7,673.05	30 - 60 days ARO	22-Apr-13
187	652R EH Commercial QuikTrak (Base Machine Only)	1	\$ 10,065.00	23.00%	\$7,750.05	30 - 60 days ARO	22-Apr-13
188	661R Commercial QuikTrak (Base Machine Only)	1	\$ 10,565.00	23.00%	\$8,135.05	30 - 60 days ARO	22-Apr-13
190	661R Commercial QuikTrak (Base Machine Only)	1	\$ 10,565.00	23.00%	\$8,135.05	30 - 60 days ARO	22-Apr-13
191	661R Commercial QuikTrak (Base Machine Only)	1	\$ 10,565.00	23.00%	\$8,135.05	30 - 60 days ARO	22-Apr-13
192	661R Commercial QuikTrak (Base Machine Only)	1	\$ 10,565.00	23.00%	\$8,135.05	30 - 60 days ARO	22-Apr-13
193	John Deere Commercial: 2910A/48in PRO Deck, Zero turn type rotary blade riding mower for small site area General mowing and lawn area maintenance. 2915B/48in Deck. To include Order Codes: 2130TC 0202 1500 2000	1	\$ 8,125.00	23.00%	\$6,256.25	30 - 60 days ARO	18-Dec-12
194	ITEM 30	1	\$ 8,125.00	23.00%	\$6,256.25	30 - 60 days ARO	18-Dec-12
195	ITEM 30	1	\$ 8,125.00	23.00%	\$6,256.25	30 - 60 days ARO	18-Dec-12
196	2920M Commercial Ztrak (Base Machine Only)	1	\$ 9,329.00	23.00%	\$7,183.33	30 - 60 days ARO	18-Dec-12
197	2920M Commercial Ztrak (Base Machine Only)	1	\$ 9,329.00	23.00%	\$7,183.33	30 - 60 days ARO	18-Dec-12
198	2920R Commercial Ztrak (Base Machine Only)	1	\$ 11,099.00	23.00%	\$8,546.23	30 - 60 days ARO	18-Dec-12
199	2920R Commercial Ztrak (Base Machine Only)	1	\$ 11,099.00	23.00%	\$8,546.23	30 - 60 days ARO	18-Dec-12
200	6488 Commercial QuikTrak/Base Machine Only)	1	\$ 9,065.00	23.00%	\$6,980.05	30 - 60 days ARO	22-Apr-13
201	6488 Commercial QuikTrak/Base Machine Only)	1	\$ 9,065.00	23.00%	\$6,980.05	30 - 60 days ARO	22-Apr-13
202	PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTS. FOR "ADDITIONAL LINE ITEMS" - CATEGORY 5:			23.00%		30 - 60 days ARO	18-Dec-12
203	PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTS. FOR "ADDITIONAL LINE ITEMS" - CATEGORY 5:			23.00%		30 - 60 days ARO	18-Dec-12
204	CATEGORY 6: WALK-BEHIND MOWERS						

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1	<p>ATTACHMENT B: PRICING INFORMATION</p> <p>CONTRACT CHANGE NOTICE #5 EFFECTIVE 9/17/13 (CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED)</p> <p><u>Ground Maintenance Equipment Awarded Contract with Contractors Published Pricing and Firm Discounts</u> <u>AWARDED CATEGORIES AND ADDITIONAL LINE ITEMS PER CATEGORY.</u> <u>CONTRACTOR, CONTACT, AND DELIVERY INFORMATION</u></p>																																																																																																		
2	<p>CONTRACTOR: Deere and Company 2000 John Deere Run Cary, NC 27513 Contact: Becki Shadmani or Tamara Hebert Contract Administrator, Government Sales Office: (919) 804-2055 or (919) 804-2862 Fax: (309) 749-2313</p>																																																																																																		
3	<table border="1"> <thead> <tr> <th>DESCRIPTION</th> <th>QTY</th> <th>MFG. LIST PRICE</th> <th>LESS % of DISCOUNT =</th> <th>UNIT PRICE AFTER DISCOUNT</th> <th>DELIVERY</th> <th>PPL DATE</th> </tr> </thead> <tbody> <tr> <td>Detailed Specifications for Basic Units Per Category</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>John Deere Commercial WG468A. Walk-behind self propelled rotary blade mower for small size area general mowing and lawn area maintenance. To Include Order Code: 13521TC 0202</td> <td>1</td> <td>\$ 3,999.00</td> <td>13.00%</td> <td>\$3,479.13</td> <td>30 - 60 days ARO</td> <td>18-Dec-12</td> </tr> <tr> <td>WH48A (Base Machine only)</td> <td>1</td> <td>\$ 7,299.00</td> <td>13.00%</td> <td>\$6,350.13</td> <td>30 - 60 days ARO</td> <td>18-Dec-12</td> </tr> <tr> <td>WHP46A (Base Machine only)</td> <td>1</td> <td>\$ 7,299.00</td> <td>13.00%</td> <td>\$6,350.13</td> <td>30 - 60 days ARO</td> <td>18-Dec-12</td> </tr> <tr> <td>WH52A (Base Machine only)</td> <td>1</td> <td>\$ 7,699.00</td> <td>13.00%</td> <td>\$6,698.13</td> <td>30 - 60 days ARO</td> <td>18-Dec-12</td> </tr> <tr> <td>WHP52A (Base Machine only)</td> <td>1</td> <td>\$ 7,699.00</td> <td>13.00%</td> <td>\$6,698.13</td> <td>30 - 60 days ARO</td> <td>18-Dec-12</td> </tr> <tr> <td>PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTS FOR "ADDITIONAL LINE ITEMS" - CATEGORY 6:</td> <td></td> <td></td> <td>13.00%</td> <td></td> <td>30 - 60 days ARO</td> <td>18-Dec-12</td> </tr> <tr> <td>CATEGORY 10: BLOWERS</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>ITEM 2</td> <td>1</td> <td>\$5,260.00</td> <td>18.00%</td> <td>\$4,313.20</td> <td>60 - 90 days ARO</td> <td>5-Nov-12</td> </tr> <tr> <td>John Deere Tractor/Frontier Towed PTO driven debris blower, medium air volume: Model BL1130 - To include order code: 1571XF</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTS FOR "ADDITIONAL LINE ITEMS" - CATEGORY 10:</td> <td></td> <td></td> <td>18.00%</td> <td></td> <td>60 - 90 days ARO</td> <td>5-Nov-12</td> </tr> </tbody> </table>															DESCRIPTION	QTY	MFG. LIST PRICE	LESS % of DISCOUNT =	UNIT PRICE AFTER DISCOUNT	DELIVERY	PPL DATE	Detailed Specifications for Basic Units Per Category							John Deere Commercial WG468A. Walk-behind self propelled rotary blade mower for small size area general mowing and lawn area maintenance. To Include Order Code: 13521TC 0202	1	\$ 3,999.00	13.00%	\$3,479.13	30 - 60 days ARO	18-Dec-12	WH48A (Base Machine only)	1	\$ 7,299.00	13.00%	\$6,350.13	30 - 60 days ARO	18-Dec-12	WHP46A (Base Machine only)	1	\$ 7,299.00	13.00%	\$6,350.13	30 - 60 days ARO	18-Dec-12	WH52A (Base Machine only)	1	\$ 7,699.00	13.00%	\$6,698.13	30 - 60 days ARO	18-Dec-12	WHP52A (Base Machine only)	1	\$ 7,699.00	13.00%	\$6,698.13	30 - 60 days ARO	18-Dec-12	PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTS FOR "ADDITIONAL LINE ITEMS" - CATEGORY 6:			13.00%		30 - 60 days ARO	18-Dec-12	CATEGORY 10: BLOWERS							ITEM 2	1	\$5,260.00	18.00%	\$4,313.20	60 - 90 days ARO	5-Nov-12	John Deere Tractor/Frontier Towed PTO driven debris blower, medium air volume: Model BL1130 - To include order code: 1571XF							PERCENTAGE OF DISCOUNT (%) FOR THE MANUFACTURER'S ATTACHMENTS/IMPLEMENTS FOR "ADDITIONAL LINE ITEMS" - CATEGORY 10:			18.00%		60 - 90 days ARO	5-Nov-12
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