

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT AWARD
OPTIONAL USE

1. DATE **November 5, 2012**
2. COMMODITY NAME **Ground Maintenance Equipment**
3. CONTRACT NUMBER **E194-1484**
4. CONTRACT PERIOD **November 5, 2012 through November 4, 2015**
5. COMMODITIES **02000, 51500, 54500, & 76000**
6. AUTHORIZED USERS **State Agencies and Other Public Bodies**
7. CONTRACTORS' eVA No. **VS0000085750**
8. CONTRACTOR..... **John Deere Construction Retail Sales**
9. CONTRACTOR'S PHONE NUMBER..... **See Contact Information**
10. TERMS..... **SPCC or Net 30 Days**
11. DELIVERY **See delivery information**
12. F.O.B..... **Destination**
13. MINIMUM ORDER..... **\$500.00**
14. USAGE. **OPTIONAL**
15. FOR FURTHER CONTRACT INFORMATION CONTACT:..... **Mary L. Hicks-Coston, VCO**
Phone: (804) 786-4068
Fax: (804) 786-5413
16. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
17. **Notice To State Agencies:** This contract is the results of a competitive solicitation and its use is optional for all state agencies. Other public bodies of the Commonwealth of Virginia are afforded the opportunity to purchase quality products at excellent pricing. This Contract is intended to cover the Commonwealth of Virginia and NASPO Participating States with their normal requirements for the fourteen (14) categories of Ground Maintenance Equipment.
18. **Note:** This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.



Statewide Contract Officer

CONTRACT INSTRUCTIONS

CONTRACT: E194-1484

1. **Authorized Users:** Unless otherwise instructed by the Division of Purchases and Supply, state agencies, Institutions of higher education, and other public bodies of the Commonwealth of Virginia, to include cities, counties, towns, political subdivisions, and any approved NASPO Participants, may order ground maintenance equipment under this Contract.
2. **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.
3. **Purchase Orders:** Agencies, Institutions, and all other governmental bodies shall place all orders against this optional use term Contracts 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. Exclusion from the use of eVA for orders under this Contract is over-the-counter Small Purchase Charge Card; (SPCC) made at the point of sale and picked up by the individual cardholder and all NASPO Participants orders.
4. **Contact information:** Under this Contract, all agencies, institutions of higher education, and other public bodies of the Commonwealth of Virginia, to include cities, counties, towns, political subdivisions, must contact the Contractor, John Deere Construction Retail Sales (JDCRS) that is listed in **ATTACHMENT B, under the Contact Information.** NASPO Participants upon approval by the Contractor will be provided with contact information for that participating state.
5. **Equipment Selection:** End users under this Statewide Contract are required to contact the Contractor, for the selected equipment from the Category by line item, and any additional approved basic unit(s) listed in that Category. End Users may reconfigure an approved basic unit to meet their requirements, which may require additional attachment/implements to meet their requirements. This Contract contains approved equipment specifications for basic units manufactured by the Contractor per Category(s) and line item less a firm percentage of discount against the manufacturer approved current published price list. All additional attachment/implements must be priced at the percentage of discount listed per that category.
6. **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.
7. **Written Quotations:** End users must obtain a written quote directly from JDCRS that must include; but not limited to: the percentage of discount off the currently approved manufacturers published price list, net cost, contract number, delivery time, make, model, attachments/implements (if requested), with a description of the equipment, and warranty.
8. **Price List and Catalogs:** The Contractors are required, upon request of any user, to provide the user with catalogs and descriptive literature, and a listing of authorized dealers for any NASPO participating states per terms and conditions stipulated under this Contract. This information is to be provided to the ordering agency within (5) business days of the request.
9. **Delivery Service:** Dealers under this Contract will be notified by JDCRS when orders are placed with the factory and then again when the equipment is being warehoused and shipped to their locations for delivery to the End User. For specific delivery timeframe information, refer to the **PRICING INFORMATION, ATTACHMENT B.** In the event the item is not in stock and the delivery timeframe cannot be met, the Contractor shall contact the ordering agency to ascertain whether a back order is acceptable or to cancel the order. Under this Contract JDCRS' dealers

will responsible for delivering, supporting, and setup of equipment at the receiving State Agency.

10. **Inspection/Approval:** Inspection on delivery and approval of Contractor's invoice is the responsibility of the receiving State Agency, Institution, or Public Body. If found to be defective or if it fails in any way to meet the specifications of the Contract, it may be rejected. The Contractor will replace all rejected equipment within the stated lead-time or less based on availability of the equipment.
11. **Transportation Charges:** All equipment shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order of \$500.00, when shipped to a single or multiple destinations to any location within the Commonwealth of Virginia or any NASPO participating state. 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 back orders to an invoice where the original total price of an order exceeded the minimum order. The Contractor shall assume full responsibility of freight charges for partial shipment and back orders.
12. **Delivery:** Delivery will be complete within the delivery schedule listed under **Attachment B**, Delivery column. In the event the delivery is not received within the contract delivery period, the Contractor may be held in default in accordance with **Section XII. General Terms and Conditions, Item P.** the Commonwealth, after due oral or written notice, may procure the equipment from other sources, and hold the Contractor responsible any resulting additional purchase and administrative costs.
13. **Return Policy:** John Deere Construction Retail Sales equipment is made to order with no return policy. However, any equipment delivered damaged or does not meet your written quoted specifications from JDCRS, the equipment may be returned based on negotiated mutual agreement between the End User and the Contractor. The End User must contact the Contractor for a return goods authorization (RGA) prior to returning the equipment to the Contractor within 30 days. The Contractor(s) shall not charge End Users for returns in the event that the Contractor shipped incorrect equipment or the equipment did not meet the written contracted specification stated in the order.

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

14. **Equipment Trade-Ins:** End Users must contact JDCRS regarding a trade-in. JDCRS will contact their dealers to inquire if there is an interest for trade-ins within their dealer base. If there is no interest from the dealers, JDCRS has an internal department that purchases equipment as trade-ins against the purchase order for new equipment.
15. **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. The End Users may purchase an extended warranty services agreement at the Contractor's standard extended warranty service rate agreed upon by the End Users and Contractor prior to purchase (Reference item 21 below).
16. **Material Safety Data Sheets:** The Contractor shall provide material Safety Data Sheets and descriptive literature, if applicable, upon request.
17. **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.

18. **Quantity Discount:** JDCRS has offered the following quantity discounts for the following Category and Published Price that is in effect at the time of purchase.

<u>Quantity</u>	<u>Discounts</u>	<u>Published Price List</u>
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 discounts that is in effect at the time of order.

19. **Mandatory Acceptance of Small Purchase Charge Card:** The Contractor must accept payment by the Commonwealth of Virginia's small purchase card that is in effect at the time of order, currently Bank of America (BOA) Visa (unless waived by DPS) within 90 days of contract award. Payment for orders issued against the Contract(s) 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.
20. **EQUIPMENT REPLACEMENTS, SUBSTITUTION & OBSOLETE ITEMS:** Replacement or substitution of a manufacturer's equipment after award of the contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply's Contract Officer. If equipment for which the Contract was awarded becomes unavailable, the manufacturer must submit a written notification to the Contract Officer for verification and consideration. Any obsolete or discontinued items must have written approval from the Contract Officer prior to making new/replacement product available to the end-users. The Commonwealth reserves the right to accept higher percentages of discounts for new products during the term of the Contract. At any time during the term of the Contract, if the Contractor offers a percentage of discount for a specific equipment line item, which is less than the original Contract percentage of discount, the Commonwealth reserves the right in its sole discretion to delete the current equipment under the Contract and not accept the Contractor's new equipment at offered discount(s). Upon written approval from the Contract Officer, the Contractor may offer the new product as a replacement to all agencies and End Users. A Contract Modification will incorporate the new Published Price List that contains the new equipment at the time of renewal annually.

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.
- 3) The replacement equipment shall meet or exceed all performance level minimum specifications including accessories.

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 manufacturer's current Published Price List shall be furnished as standard equipment. No prototype, demo products, or rebuilt product will be accepted.

21. **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 distributors established service rate(s). Dealer's service rates are not subject to the OEM's Contract discount(s). Service rates shall be quoted by the Contractor or local dealer and approved by the End User or agencies authorized personnel, prior to entering an order in eVA. The Commonwealth of Virginia and its users, and any other NASPO

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.

22. **Contract Participation:** Contractors that accept NASPO’s Cooperative Participation Agreement should accept the NASPO Agreement in its entirety. Each NASPO state that wishes to participate in this Contract must submit their Cooperative Participation Agreement directly to the Contractor for acceptance.

a) The WSCA-NASPO 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 under this Contract Award of the Commonwealth of Virginia or Participating Addendums. This Contract is being awarded with the understanding and agreement that it is for the sole convenience of the Participating Entities. The Participating Entities reserve the right to obtain like goods from other sources at the Participating Entity’s discretion.

b) Participating NASPO Entities:

1) Upon the award of this Contract and request and acceptance of a participating NASPO Entity, the Contractor shall provide each participating NASPO Entity, by state, with a list of distributors/dealers authorized to sell the approved equipment listed herein on that Manufacturer’s Published Price List for that state by assigned territories, “if applicable”. These documents should be required “only” at the time a NASPO 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 of Virginia (DPS) Purchasing Officer.

2) Participating NASPO Entities that agree to participate in this Contract Award shall receive the Contractor’s contracted firm Percentages of Discounts. The distributors/dealers list received from the Contractor for that state shall include at a minimum the following information:

a) Contract number and Contact name; Phone number and Fax number and Email address.

23. **LEAD OFFICE CONTACT INFORMATION:** The Commonwealth of Virginia, Division of Purchases and Supply is the Lead State administrating the Contract management. The Commonwealth of Virginia’s General and Special Terms and Conditions will govern the Contract Award. The Contract Administrator for this Contract at the Department of General Services - Division of Purchases and Supply is:

Mary L. Hicks-Coston, VCO
Statewide Procurement Officer
1111 East Broad Street
Richmond, VA 23219
Email: mary.coston@dgs.virginia.gov
Voice: 804-786-4068
Fax: 804-786-5413

24. **CONTRACTORS CONTACT INFORMATION:** The Contractor’s direct contact information for this Contract at the Department of General Services - Division of Purchases and Supply is as follows:

John Deere Construction Retail Sales
1515 5th Ave
Moline, IL 61265
Contact: Debra Loding, Contract Manager

Telephone: 309-765-0295

Fax: 952-887-8258

Email: LodingDebraL@JohnDeere.com

Website: http://www.deere.com/wps/dcom/en_US/industry/construction/construction.page?

For direct orders, please follow the Instructions provided below under **CATEGORY AND CATALOG DISCOUNTS INSTRUCTIONS.**

25. **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.

CATEGORY AND CATALOG DISCOUNTS

Contract: E194-1484 (only)

Attachment A and B that follows this Contract Award Document 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 for attachments/implements or options for the first line item that meet or exceed the minimum specification in Attachment A.
- 2) Contact the 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 the 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 of discount.
- 2) If the line items basic unit listed do not meet your required specification, the agency's End User must contact JDCRS to configure the listed basic unit with the additional attachment/implements to meet their desired specifications and to obtain a written quote. The written quotation must include the contract number, the manufacture's list price less the percentage of discount and the effective date of the price list.
- 3) Upon receipt of your written quotation from the Contractor, and with the authorized approval at your agency, the agencies' End User **must then submit their purchase order through eVA directly to the Contractor, JDCRS.**
- 4) Dealers under this Contract will be notified by JDCRS when orders are received from the End Users and placed with the factory, and then again when the equipment is being warehoused and shipped to their locations for delivery to the End User. Under this Contract JDCRS' dealers will be responsible for delivering, supporting and setup of equipment at the receiving State Agency. Your assigned JDCRS dealer will deliver and set-up your equipment F.O.B. Destination. **JDCRS, will bill your agency for equipment delivered, and shall be responsible for all eVA fees.**

ATTACHMENT C: Commonwealth Of Virginia JDCRS' Authorized Dealers ~~

- 1) Find **Attachment C**, which include all of JDCRS's' authorized Dealers for the Commonwealth of Virginia. Any dealers that are not listed **on Attachment C**.
- 2) The Contractor's website and direct contact information is listed in **Attachment B**. Find a list of the JDCRS's Dealers for the Commonwealth of Virginia in **Attachment C**.

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 JDCRS.