



# 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

### CONTRACT MODIFICATION

Date: December 10, 2012  
Contract No.: E194-1483  
Modification No.: 01  
Issued By: Commonwealth of Virginia  
Department of General Services  
Division of Purchases and Supply  
Contractor: John Deere Company  
Commodity: Ground Maintenance Equipment

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract regarding a Contract Modification to the above referenced Contract as follows.

#### Description of Modification:

1. Incorporate the following Procedures to order Ground Maintenance equipment from John Deere Company through eVA. These instructions are in addition to the Instructions listed in Attachment C of the original Contract Award.

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

A handwritten signature in blue ink, reading "Mary L. Hicks-Coston".

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

## Contract Modification 1

### Procedure to order Ground Maintenance Equipment through eVA.

John Deere Company will establish a link on their Website to gain access to the Commonwealths of Virginia awarded Contract 194-1483 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, Model number, and description of the basic unit with the Dealers Name and Quote number referenced in the description. The Buyer must also Attach the Quote received from the dealer to the order.

Example:

Buyer links to the state contract for John Deere.



## Contract Files

[Return to Contracts](#)

Document	Contract Number
<a href="#">CONTRACT AWARD</a>	E194-1483
<a href="#">Attachment A - Specifications</a>	E194-1483
<a href="#">Attachment B - Price Schedule</a>	E194-1483
<a href="#">Attachment C - Dealer List</a>	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, the Dealers Name and Quote number and a complete description of the base unit being purchased. Any order received from an agency that do not include the above minimum information, 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 purcha

Full Description:	<input type="text" value="Description with Quote Number Referenced"/>	<input type="text" value="Description with Quote Number Referenced"/>
Commodity Code:	<input type="text" value="See NIGP Code"/>	
Supplier:	<input type="text" value=""/>	
Contact:	(no value)	
Reg. Type:		
Supplier Part Number:	<input type="text" value=""/>	
Contract List:	<input type="text" value="(Pick from List)"/>	
Contract #:	<input type="text" value="Contract Number"/>	

NIGP Code

Contract Number

Supplier Auxiliary Part ID:	<input type="text" value=""/>
Quantity:	<input type="text" value="1"/>
Unit of Measure:	<input type="text" value="each"/>
Price:	<input type="text" value="\$0.00000 USD"/>
Amount:	<input type="text" value="\$0.00000 USD"/>



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### CONTRACT MODIFICATION

Date: February 1, 2013  
Contract No.: E194-1483  
Modification No.: 02  
Issued By: Commonwealth of Virginia  
Department of General Services  
Division of Purchases and Supply  
Contractor: John Deere Company  
Commodity: Ground Maintenance Equipment

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract regarding a Contract Modification to the above referenced Contract as follows.

#### Description of Modification:

1. Incorporate Attachment B entitled Attachment B - Pricing Information, which reflect a Price Increase effective February 1, 2013. Attachment B will be posted to the eVA website in conjunction with Modification 1.

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



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

**NOTICE OF CONTRACT CHANGE**

(CHANGES MADE TO THIS CONTRACT IS INDICATED IN RED HIGHLIGHTS)

DATE: May 30, 2013

CONTRACT NO.: E194-1483

CONTRACT CHANGE NO.: 3

COMMODITY: Ground Maintenance Equipment

AUTHORIZED USERS: State Agencies and Other Public Bodies

CONTRACTOR: Deere and Company

ITEMS: All Items

EFFECTIVE DATE: May 30, 2013

THE FOLLOWING PRICE INCREASE FOR DEERE AND COMPANY IS HEREBY CHANGED TO INCORPORATE DEERE AND COMPANY'S PUBLISHED PRICE LISTS TO INCLUDE ALL CURRENT PRODUCTS COVERED UNDER THIS CONTRACT AS FOLLOWS:

Effective May 30, 2013, Deere and Company **Published Price Lists dated November 5, 2012, December 10, 12, 17, 18, 2012, May 6, 13, and 20, 2013** will be in effect; however, Deere and Company's firm percentage of discounts shall apply to all prices per Category and Line Items per ATTACHMENT B, entitled PRICING INFORMATION (Revised 5/30/13).

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



Statewide Contract Officer, VCO  
Phone: (804) 786-4068  
Fax: (804) 786-5413

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

**NOTICE OF CONTRACT CHANGE**

(CHANGES MADE TO THIS CONTRACT IS INDICATED IN RED HIGHLIGHTS)

DATE: June 21, 2013

CONTRACT NO.: E194-1483

CONTRACT CHANGE NO.: 4

COMMODITY: Ground Maintenance Equipment

AUTHORIZED USERS: State Agencies and Other Public Bodies

CONTRACTOR: Deere and Company

ITEMS: All Items

EFFECTIVE DATE: June 21, 2013

THE FOLLOWING PRICE INCREASE FOR DEERE AND COMPANY IS HEREBY CHANGED TO INCORPORATE DEERE AND COMPANY'S PUBLISHED PRICE LISTS TO INCLUDE ALL CURRENT PRODUCTS COVERED UNDER THIS CONTRACT AS FOLLOWS:

Effective June 21, 2013, Deere and Company **Published Price Lists dated April 22, 2013 for Commercial QuikTraks** will be available for purchase under this Contract. Deere and Company's firm percentage of discounts shall apply to all prices per Category and Line Items listed on ATTACHMENT B, entitled PRICING INFORMATION, revised 6/21/13.

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

*Mary D. Hicks - Coster*

Statewide Contract Officer, VCO  
Phone: (804) 786-4068  
Fax: (804) 786-5413



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### CONTRACT CHANGE #5

DATE: September 16, 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

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 5 for pricing and discounts.

#### Description of Modifications:

1. Remove from Category 2 Item 5: John Deere Model 3005 Tractor  
John Deere Model 2320 Tractor  
John Deere Model 2520 Tractor  
John Deere Model 2720 Tractor
2. Add to Category 2 Item 5: John Deere Model 1025R TLB Tractor  
John Deere Model 2025R Tractor  
John Deere Model 2032R Tractor
3. Add to Category 2 Item 3: John Deere Model 5065E Cab Tractor  
John Deere Model 5075E Cab Tractor
4. Add to Category 2 Item 4: John Deere Model 5055E Cab Tractor

*Katherine A. Bosdell, CPPB, VCO*

Katherine A. Bosdell, CPPB, VCO  
Statewide Contract Officer



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### CONTRACT CHANGE #6

DATE: April 28, 2014  
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

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:

1. Contractor Representative eMail address:  
ShadmaniRebeccaD@johndeere.com.
2. Contractor Name Change: On March 1, 2014 John Deere & Company changed its name in eVA and on Contract # E194-1483 to Deere & Company. The Contractor's name has been changed in their eVA Vendor Registration.

*Katherine A. Bosdell, CPPB, VCO*

Katherine A. Bosdell, CPPB, VCO  
Statewide Contract Officer





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### CONTRACT CHANGE #7

DATE: May 30, 2014

CONTRACT NO.: E194-1483

ISSUED BY: COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY

CONTRACTOR: Deere & Company

COMMODITY: Ground Maintenance Equipment

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:

1. Remove from Category 2 Item 3: John Deere Model 4520 Tractor  
John Deere Model 4720 Tractor  
John Deere Model 2520 Tractor  
John Deere Model 2720 Tractor
2. Remove from Category 2 Item 4: John Deere Model 4120 Tractor  
John Deere Model 4320 Tractor  
John Deere Model 3320 Tractor  
John Deere Model 3720 Tractor

3. Add to Category 2 Item 4:

John Deere Model 3033R Tractor

John Deere Model 3039R Tractor

John Deere Model 3046R Tractor

John Deere Model 4044M Tractor

John Deere Model 4052M Tractor

John Deere Model 4066M Tractor

John Deere Model 4044R Tractor

John Deere Model 4052R Tractor

John Deere Model 4066R Tractor

4. Add to Category 5 Item 9:

Z950M Commercial Ztrak

652R MOD Commercial Quik Trak

652R EFI MOD Commercial Quik Trak

5. The following Published Price List dated April 7, 2014, March 31, 2014, March 17, 2014, February 17, 2014 and November 4, 2013 are in effect; however, Deere & Company's firm percentage of discounts shall apply to all prices per Category and Line Items per Attachment B, entitled Price Schedule.

*Katherine A. Bosdell, CPPB, VCO*

Katherine A. Bosdell, CPPB, VCO  
Statewide Contract Officer



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### CONTRACT CHANGE #8

DATE: July 21, 2014

CONTRACT NO.: E194-1483

ISSUED BY: COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY

CONTRACTOR: Deere & Company

COMMODITY: Ground Maintenance Equipment

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:

1. Remove from Category 5 Item 7: John Deere Model 1445 Series Front Mower  
John Deere Model 1545 Series Front Mower
2. Add to Category 5 Item 7:  
John Deere Model 1570 TerraineCut Front Mower  
John Deere Model 1575 TerraineCut Front Mower  
John Deere Model 1580 TerraineCut Front Mower  
John Deere Model 1585 TerraineCut Front Mower

*Katherine A. Bosdell, CPPB, VCO*

Katherine A. Bosdell, CPPB, VCO  
Statewide Contract Officer



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### CONTRACT MODIFICATION #9

DATE: September 5, 2014

CONTRACT NO.: E194-1483

ISSUED BY: COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF GENERAL SERVICES  
DIVISION OF PURCHASES AND SUPPLY

CONTRACTOR: Deere & Company

COMMODITY: Ground Maintenance Equipment

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 Modification:

Category 2: Tractors

Item 2: Heavy Duty Tractor – John Deere Model 6105D:

Transmission code 1381 has been discontinued and replaced with code 1383.

There is no price change or any other changes to the model.

*Katherine A. Bosdell, CPPB, VCO*

Katherine A. Bosdell, CPPB, VCO  
Statewide Contract Officer





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### **MODIFICATION #10 TO CONTRACT NUMBER E194-1483 BETWEEN THE COMMONWEALTH OF VIRGINIA AND DEERE & COMPANY**

This MODIFICATION #10 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "John Deere", relating to the modification of Contract E194-1483 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 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 purchasing a contracted base model unit wants a service parts package to take care of the first required oil change on the unit.
  - b. Agency needs to purchase a John Deere tractor with an implement for specialty mowing purposes such as a non-contract/Allied "over the guard rail" boom mower.
  - c. Agency needs to purchase a John Deere tractor 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" items. Agencies must comply with their State's procurement policies and procedures for the purchase of non-contract/Allied equipment.
4. Deere & Company confirms that to the extent non-contract/Allied equipment is included on a purchase order with John Deere equipment, Deere & Company 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 Deere & Company;
  - 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 Deere & Company for verification of warranty claim.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DEERE & COMPANY

COMMONWEALTH OF VIRGINIA

BY: Becki Shadmani

BY: Katherine A Bosdell

NAME: Becki Shadmani  
Printed Name

NAME: Katherine A. Bosdell, CPBB, VCO  
Printed Name

TITLE: Contract Administrator

TITLE: Statewide Strategic Sourcing Officer

DATE: 20 Feb 15

DATE: 2/25/15





# **COMMONWEALTH of VIRGINIA**

## *Department of General Services*

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**MODIFICATION #11  
TO  
CONTRACT NUMBER E194-1483  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DEERE & COMPANY**

This MODIFICATION #11 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "John Deere", relating to the modification of Contract E194-1483 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 add FT4 equipment to the contract. This change is effective on June 1, 2015.

Category 2 Tractors, Item 1:

6175 M Cab Tractor (Base Machine Only) FT4

6195 M Cab Tractor (Base Machine Only) FT4

6155 R Cab Tractor (Base Machine Only) FT4

6175 R Cab Tractor (Base Machine Only) FT4

6195 R Cab Tractor (Base Machine Only) FT4

6215 Cab Tractor (Base Machine Only) FT4

Category 2 Tractors, Item 2:

6110 M Cab Tractor (Base Machine Only) FT4

6120 M Cab Tractor (Base Machine Only) FT4



6130 M Cab Tractor (Base Machine Only) FT4

6145 M Cab Tractor (Base Machine Only) FT4

6155 M Cab Tractor (Base Machine Only) FT4

6110 R Cab Tractor (Base Machine Only) FT4

6120 R Cab Tractor (Base Machine Only) FT4

6130 R Cab Tractor (Base Machine Only) FT4

6145 R Cab Tractor (Base Machine Only) FT4

Category 2 Tractors, Item 3:

5100MH Hi-Crop Specialty Tractor (Base Machine Only) FT4

5100ML Lo-Profile Specialty Tractor (Base Machine Only) FT4

5115ML Lo-Profile Specialty Tractor (Base Machine Only) FT4

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DEERE & COMPANY

COMMONWEALTH OF VIRGINIA

BY: Becki Shadmani

BY: Katherine A. Bosdell

NAME: Becki Shadmani  
Printed Name

NAME: Katherine A. Bosdell, CPBB, VCO  
Printed Name

TITLE: Contract Administrator

TITLE: Statewide Strategic Sourcing Officer

DATE: 27 May 15

DATE: 5/27/15



# **COMMONWEALTH of VIRGINIA**

## *Department of General Services*

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**MODIFICATION #12  
TO  
CONTRACT NUMBER E194-1483  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DEERE & COMPANY**

This MODIFICATION #12 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "John Deere", relating to the modification of Contract E194-1483 effective November 4, 2012, as amended, hereinafter referred to as "Contract" or "Agreement". This Modification is hereby incorporated into and made an integral part of the Agreement and is effective on August 1, 2015.

The purpose of this Modification is to document both parties' agreement to a) update the Pricing Schedule and b) revise terms and conditions due to regulatory changes.

1. Both parties hereby agree to incorporate into Attachment B: Pricing Schedule, Deere & Company equipment model and pricing updates, discounts and Published Price Lists dated March 31, 2014, April 7, 2014, June 30, 2014, January 26, 2015, March 17, 2015, April 6, 2015, April 13, 2015, April 20, 2015, May 4, 2015, May 11, 2015, May 18, 2015, May 25, 2015, and June 8, 2015.
2. Both parties hereby agree remove the following Request for Proposal (RFP) solicitation submission Terms and Conditions:
  - a. Mandatory Use of State Forms
  - b. Clarification of Terms
  - c. Use of Brand Names
  - d. Announcement of Award
  - e. Bid Price Currency

3. **Reference:** Contract E194-1483, 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](http://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](http://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.

4. **Reference:** Contract E194-1483, both parties hereby agree to revise the "DEBARMENT STATUS" General Term and Condition as follows:

By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

5. **Reference:** Contract E194-1483, both parties hereby agree to revise the "PRICE ESCALATION/DE-ESCALATION" Special Term and Condition as follows to allow discount percentage increases:

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.

6. **Reference:** Contract E194-1483, 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.

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.



PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DEERE & COMPANY

COMMONWEALTH OF VIRGINIA

BY: Becki Shadmani

BY: Katherine A. Bosdell

NAME: Becki Shadmani  
Printed Name

NAME: Katherine A. Bosdell, CPBB, VCO  
Printed Name

TITLE: Contract Administrator

TITLE: Statewide Contract Manager

DATE: 28 Jul 15

DATE: 7/28/2015



# COMMONWEALTH of VIRGINIA

## Department of General Services

Division of Purchases and Supply

1111 East Broad Street  
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**MODIFICATION #13  
TO  
CONTRACT NUMBER E194-1483  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DEERE & COMPANY**

This MODIFICATION #13 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "John Deere", relating to the modification of Contract E194-1483 effective November 4, 2012, as amended, hereinafter referred to as "Contract" or "Agreement". This Modification is hereby incorporated into and made an integral part of the Agreement and is effective on October 1, 2015.

**Reference:** Contract E194-1483, Both parties hereby agree to delete and add the following equipment models:

Deere & Company deleted equipment models and added FTE equipment models

Category 2, Item 1

Remove

6140 D Heavy Duty Cab Tractor

Category 2, Item 2

Remove:

6105D (iT4) Heavy Duty Tractor

6115D (iT4) Heavy Duty Cab Tractor

6130D (iT4) Heavy Duty Cab Tractor

Add:

6105E (FT4) Heavy Duty Cab Tractor

6120E (FT4) Heavy Duty Cab Tractor

6135E (FT4) Heavy Duty Cab Tractor

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

DEERE & COMPANY

COMMONWEALTH OF VIRGINIA

BY:

Becki Shadmani

BY:

Katherine A. Bosdell

NAME:

Becki Shadmani

Printed Name

NAME:

Katherine A. Bosdell, CPBB, VCO

Printed Name

TITLE:

Contract Administrator

TITLE:

Statewide Contract Manager

DATE:

30 Sep 15

DATE:

9-30-2015



# 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

**MODIFICATION #14  
TO  
CONTRACT NUMBER E194-1483  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
DEERE & COMPANY**

This MODIFICATION #14 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "John Deere", relating to the modification of Contract E194-1483 effective November 4, 2012, as amended, hereinafter referred to as "Contract" or "Agreement". This Modification is hereby incorporated into and made an integral part of the Agreement and is effective on November 5, 2015.

**A. Reference:** Contract E194-1483, "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 E194-1483, 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 E194-1483, 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 E194-1483, 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 E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

**DEERE & COMPANY**

**COMMONWEALTH OF VIRGINIA**

BY: Becki Shadmani

BY: Katherine A. Bosdell

NAME: Becki Shadmani  
Printed Name

NAME: Katherine A. Bosdell, CPBB, VCO  
Printed Name

TITLE: Contract Administrator

TITLE: Statewide Contract Manager

DATE: 15 OCT 15

DATE: 10/22/15



# 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

### MODIFICATION #15 TO CONTRACT NUMBER E194-1483 BETWEEN THE COMMONWEALTH OF VIRGINIA AND DEERE & COMPANY

This MODIFICATION #15 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "John Deere", relating to the modification of Contract E194-1483 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 add equipment to the contract. This change is effective on June 23, 2016.

*Self Propelled Riding Mowers*  
Category 5 Tractors, Item 9: Z960M Commercial Ztrak (Base Machine Only)

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

#### DEERE & COMPANY

BY: Becki Shadman

NAME: Becki Shadman  
Printed Name

TITLE: Contract Administrator

DATE: 22 Jun 16

#### COMMONWEALTH OF VIRGINIA

BY: Katherine A Bosdell

NAME: Katherine A. Bosdell, CPBB, VCO  
Printed Name

TITLE: Statewide Strategic Sourcing Officer/  
Contract Manager

DATE: 6/22/2016



# 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

**MODIFICATION #16**  
**TO CONTRACT NUMBER E194-1483**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**DEERE & COMPANY**

This MODIFICATION #16 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "Deere", relating to the modification of Contract E194-1483 effective November 4, 2012, as amended, hereinafter referred to as "Contract" or "Master Agreement". This Modification is hereby incorporated into and made an integral part of the Contract. This change is effective on June 19, 2017.

The purpose of this Modification is to document both parties' agreement to 1) adopt Deere & Company's complete price book of turf, golf, agriculture and Frontier products, attachments and implements; and 2) convert Attachment B: Pricing Schedule from a historical price document to a discount percentage off the manufacturer's current price book pricing structure.

This modification will expand the value of the Contract by increasing the equipment models offered on the Contract to include all products in the manufacturer's current price book, thereby, allowing Authorized Users access to the most current products at all times. The purchase price shall be the manufacturer's current price book (MSRP) in effect at the time the order is placed minus the Contract's negotiated discount. Authorized Users must reference the discount table for the category discount and contact the local authorized dealer for specific pricing details under this Contract.

Contractor may delete products as needed and add new products as soon as they are available to dealers so there is no delay in products being readily obtainable to Authorized Users. Future price and product adjustments will not require written Contract modifications.



Price Book Section	Category Description	Discount off MSRP	Price Page Date
	<b>Turf Equipment</b>		
L25	Lawn Tractors (X300s only) & Equipment - <b>New</b>	18%	Current Price
L30	Garden Tractors & Equipment - <b>New</b>	18%	Current Price
L35	Equipment For Lawn & Garden Tractors - <b>New</b>	17%	Current Price
C10	Commercial Walk-Behind Mowers & Equipment	13%	Current Price
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%	Current Price
C15	Commercial Front Mowers & Equipment	23%	Current Price
C18	Commercial Wide-Area Mowers & Equipment	23%	Current Price
C20	Compact Utility Tractors & Equipment	17%	Current Price
C21	Equipment for Commercial Mowing Products - <b>New</b>	23%	Current Price
C25	Equipment for Compact Utility Tractors	17%	Current Price
C39	Recreational Utility Vehicles & Equipment - <b>New</b>	16%	Current Price
C40	Mid Duty Crossover Utility Vehicles & Equipment - <b>New</b>	16%	Current Price
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	16%	Current Price
C42	Traditional Utility Vehicles & Equipment	16%	Current Price
C47	HPX Utility Vehicles & Equipment	16%	Current Price
	<b>Golf Equipment</b>		
G10	Reel Mowers & Equipment - <b>New</b>	21%	Current Price
G15	Special Application Mowers & Equipment - <b>New</b>	21%	Current Price
G20	Special Application Vehicles & Equipment - <b>New</b>	21%	Current Price
G25	Aeration & Equipment - <b>New</b>	21%	Current Price
G30	Debris Maintenance & Equipment - <b>New</b>	21%	Current Price
	<b>Ag Equipment</b>		
A2	Tractors (5000 Series)	18%	Current Price
A2	Tractors (6000 Series)	23%	Current Price
A3	Combines - <b>New</b>	22%	Current Price
A4	Cotton - <b>New</b>	22%	Current Price
A5	Hay & Forage - <b>New</b>	22%	Current Price
A6	Tillage - <b>New</b>	22%	Current Price
A7	Planters, Drills & Air Seeder - <b>New</b>	22%	Current Price
A8	Sprayers - <b>New</b>	22%	Current Price
A9	Implements & Attachments	23%	Current Price
A10	Ag Management Solutions (AMS) - <b>New</b>	4%	Current Price
	<b>Frontier Equipment</b>		
	Cutting & Mowing	18%	Current Price
	Material Handling	18%	Current Price
	Landscaping	18%	Current Price
	Planting & Seeding	18%	Current Price
	Cotton - <b>New</b>	18%	Current price
	Hay & Forage - <b>New</b>	18%	Current Price
	Tillage - <b>New</b>	18%	Current Price
	Transports - <b>New</b>	18%	Current Price
	Livestock Equipment - <b>New</b>	18%	Current Price
	Snow Products	18%	Current Price
	Golf Equipment - <b>New</b>	18%	Current Price



The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

**DEERE & COMPANY**

BY:

Tamara Hebert

NAME:

Tamara Hebert

Printed Name

TITLE:

Contract Administrator

DATE:

6-15-2017

**COMMONWEALTH OF VIRGINIA**

BY:

Katherine A. Bosdell

NAME:

Katherine A. Bosdell, CPBB, VCM, VCO

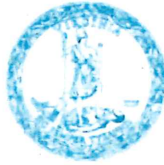
Printed Name

TITLE:

Statewide Contracts Manager

DATE:

6-15-2017



# COMMONWEALTH of VIRGINIA

## Department of General Services

Division of Purchases and Supply

1111 East Broad Street  
P.O. Box 1199  
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**MODIFICATION #17**  
**TO CONTRACT NUMBER E194-1483**  
**BETWEEN THE**  
**COMMONWEALTH OF VIRGINIA**  
**AND**  
**DEERE & COMPANY**

This MODIFICATION #17 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth," and Deere & Company, hereinafter referred to as "Contractor" or "Deere", relating to the modification of Contract E194-1483 effective November 4, 2012, as amended, hereinafter referred to as "Contract" or "Master Agreement". 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 E194-1483, "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 E194-1483, "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 E194-1483, "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 E194-1483, "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 E194-1483, "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 E194-1483, "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 E194-1483, "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 E194-1483, "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 E194-1483, "Attachment B: Deere & Company Product Category and Discount Schedule."

Price Book Section	Category Description	Discount off MSRP	Price Page Date
	<b>Turf Equipment</b>		
L25	Lawn Tractors (X300s only) & Equipment	18%	Current Price
L30	Garden Tractors & Equipment	18%	Current Price
L35	Equipment For Lawn & Garden Tractors	17%	Current Price
C10	Commercial Walk-Behind Mowers & Equipment	13%	Current Price
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%	Current Price
C15	Commercial Front Mowers & Equipment	23%	Current Price
C18	Commercial Wide-Area Mowers & Equipment	23%	Current Price
C20	Compact Utility Tractors & Equipment	17%	Current Price
C21	Equipment for Commercial Mowing Products	23%	Current Price
C25	Equipment for Compact Utility Tractors	17%	Current Price
C39	Recreational Utility Vehicles & Equipment	16%	Current Price
C40	Mid Duty Crossover Utility Vehicles & Equipment	16%	Current Price
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	16%	Current Price
C42	Traditional Utility Vehicles & Equipment	16%	Current Price
C47	HPX Utility Vehicles & Equipment	16%	Current Price
C48	Equipment for Utility Vehicles – New	16%	
	<b>Golf Equipment</b>		
G10	Reel Mowers & Equipment	21%	Current Price
G15	Special Application Mowers & Equipment	21%	Current Price

G20	Special Application Vehicles & Equipment	21%	Current Price
G25	Aeration & Equipment	21%	Current Price
G30	Debris Maintenance & Equipment	21%	Current Price
	<b>Ag Equipment</b>		
A2	Tractors (5000 Series)	18%	Current Price
A2	Tractors (6000 Series)	23%	Current Price
A3	Combines	22%	Current Price
A4	Cotton	22%	Current Price
A5	Hay & Forage	22%	Current Price
A6	Tillage	22%	Current Price
A7	Planters, Drills & Air Seeder	22%	Current Price
A8	Sprayers	22%	Current Price
A9	Implements & Attachments	23%	Current Price
A10	Ag Management Solutions (AMS)	4%	Current Price
	<b>Frontier Equipment</b>		
	Cutting & Mowing	18%	Current Price
	Material Handling	18%	Current Price
	Landscaping	18%	Current Price
	Planting & Seeding	18%	Current Price
	Cotton	18%	Current price
	Hay & Forage	18%	Current Price
	Tillage	18%	Current Price
	Transports – <b>No Longer Available</b>		Current Price
	Livestock Equipment	18%	Current Price
	Snow Products	18%	Current Price
	Golf Equipment	18%	Current Price

The foregoing is the complete and final expression of the parties' agreement to modify Contract E194-1483 and cannot be modified, except by a writing signed by the duly authorized representatives of both parties. All other terms and conditions remain unchanged.



PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

**DEERE & COMPANY**

BY: Tamara Hebert

NAME: Tamara Hebert  
Printed Name

TITLE: Contract Administrator

DATE: 10-18-17

**COMMONWEALTH OF VIRGINIA**

BY: Katherine A. Bosdell

NAME: Katherine A. Bosdell, CPBB, VCM, VCO  
Printed Name

TITLE: Statewide Contracts Manager

DATE: 10/20/2017