

**PARTICIPATING ADDENDUM**  
**NASPO VALUEPOINT COOPERATIVE PURCHASING ORGANIZATION**  
**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 Alaska  
(Hereinafter "Participating State/Entity")  
Participating State/Entity Contract No: 2017-GME-0001

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 NASPO ValuePoint 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.)

**State of Alaska Additional Terms and Conditions**

The following terms and conditions are added to the Participating Addendum by the State of Alaska:

- 1) **Required Reports**: Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

- 2) **Administrative Fee**: Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Shared Services of Alaska for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- a) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

b) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Shared Services of Alaska  
PO Box 110210  
Juneau, AK 99811-0210

c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

3) **Payment:** Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

Payments may be made via a state or political subdivision "Purchasing Card" with no additional charges.

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

Commonwealth of Virginia

Name	Katherine Bosdell, CPPB, VCM, VCO
Address	1111 E. Broad Street, Richmond, VA 23219
Telephone	804-786-2397
Fax	804-786-5413
E-mail	<a href="mailto:katherine.bosdell@dgs.virginia.gov">katherine.bosdell@dgs.virginia.gov</a>

Contractor

Name	Bill Frank, Government Business Manager
Address	2000 John Deere Run, Cary, NC 27513
Telephone	972-974-0984
Fax	309-749-2313
E-mail	<a href="mailto:GovContractSupport@JohnDeere.com">GovContractSupport@JohnDeere.com</a>

Participating Entity

Name	Mindy Birk, Contracting Officer, State of Alaska
Address	PO Box 110210, Juneau, AK 99811-0210
Telephone	(907) 465-5678
E-mail	<a href="mailto:melinda.birk@alaska.gov">melinda.birk@alaska.gov</a>

5. Subcontractors:

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

6. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract # E194-1483" (2) State/entity Name, Address, Contact, & Phone-Number (3) Purchase order amount. Orders must be made out and sent to Deere & Company so they can arrange for proper ordering and installation of ordered unit.

7. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 2017-GME-0001 and the Lead State price agreement number: E194-1483.

8. Individual Customer:

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

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

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

Participating State/Entity: State of Alaska	Contractor: Deere & Company
By: <i>Mindy Birk</i>	By: <i>Tamara Hebert</i>
Name: Mindy Birk	Name: Tamara Hebert
Title: Statewide Contracting Officer III	Title: Contract Administrator
Date: <i>5-1-18</i>	Date: <i>5-1-2018</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a>

**[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]**



Agriculture & Turf Division  
 2000 John Deere Run, Cary, NC 27513 USA  
 Phone: 919-804-2862 Fax: 309-749-2313  
 E-mail: GovContractSupport@JohnDeere.com

**Tamara Hebert**  
 Contract Administrator  
 Government Sales

May 1, 2018

Mindy Birk  
 Statewide Contracting Officer  
 Department of Administration  
 333 Willoughby Avenue, Floor 8  
 Juneau, Alaska 99811-0210

**Subject: State of Alaska Participating Addendum Contract 2017-GME-0001**

Ms. Birk,

Deere & Company is looking forward to building a relationship with the State of Alaska and meeting the equipment needs of its agencies. I will be the Contract Administrator for Contract 2017-GME-0001.

Below is the discount structure for Contrat 2017-GME-0001, which is based on the NASPO ValuePoint/Commonwealth of VA Ground Maintenance Equipment Contract E194-1483. Administrative fees related to the contract have been included in the discounts we're offering below:

Price Page Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
<b>Turf Equipment</b>			
L25	Lawn Tractors (X300s only) & Equipment	17%	Current Price
L30	Garden Tractors & Equipment	17%	Current Price
L35	Equipment for Lawn & Garden Tractors	16%	Current Price
C10	Commercial Walk-Behind Mowers & Equipment	12%	Current Price
C13	Commercial Zero-Turn-Radius Mowers & Equipment	22%	Current Price
C15	Commercial Front Mowers & Equipment	22%	Current Price
C18	Commercial Wide Area Mowers & Equipment	22%	Current Price
C20	Compact Utility Tractors & Equipment	16%	Current Price
C21	Equipment for Commercial Mowing Products	22%	Current Price
C25	Equipment for Compact Utility Tractors	16%	Current Price

C39	Recreational Utility Vehicles & Equipment	15%	Current Price
C40	Mid Duty Crossover Utility Vehicles & Equipment	15%	Current Price
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	15%	Current Price
C42	Traditional Utility Vehicles & Equipment	15%	Current Price
C47	HPX Utility Vehicles & Equipment	15%	Current Price
C48	Equipment for Utility Vehicles	15%	Current Price

#### **Golf Equipment**

G10	Reel Mowers & Equipment	20%	Current Price
G15	Special Application Mowers & Equipment	20%	Current Price
G20	Special Application Vehicles & Equipment	20%	Current Price
G25	Aeration & Equipment	20%	Current Price
G30	Debris Maintenance & Equipment	20%	Current Price

#### **Ag Equipment**

A2	Tractors: 5000 Series	17%	Current Price
A2	Tractors: 6000 - 9000 Series	22%	Current Price
A3	Combines	21%	Current Price
A4	Cotton	21%	Current Price
A5	Hay & Forage	21%	Current Price
A6	Tillage	21%	Current Price
A7	Planters, Drills & Air Seeder	21%	Current Price
A8	Sprayers	21%	Current Price
A9	Implements & Attachments	22%	Current Price
A10	Ag Management Solutions (AMS)	3%	Current Price

#### **Frontier Equipment**

Frontier	Cutting & Mowing	17%	Current Price
Frontier	Material Handling	17%	Current Price
Frontier	Landscaping	17%	Current Price
Frontier	Planting & Seeding	17%	Current Price
Frontier	Cotton	17%	Current Price
Frontier	Hay & Forage	17%	Current Price
Frontier	Tillage	17%	Current Price
Frontier	Livestock Equipment	17%	Current Price
Frontier	Snow Products	17%	Current Price



**JOHN DEERE**

Agriculture & Turf Division  
2000 John Deere Run, Cary, NC 27513 USA  
Phone: 919-804-2862 Fax: 309-749-2313  
E-mail: GovContractSupport@JohnDeere.com

**Tamara Hebert**  
Contract Administrator, Government Sales

May 1, 2018

Mindy Birk  
Statewide Contracting Officer  
Department of Administration  
333 Willoughby Avenue, Floor 8  
Juneau, Alaska 99811-0210

Subject: John Deere Dealer Insurance  
State of Alaska Participating Addendum

John Deere Dealers will be delivering, setting up and performing any requested services for the equipment sold under this contract. John Deere dealerships are independently owned and operated businesses and maintain their own insurances. The insurance required will be the responsibility of the dealer to maintain and show evidence.

*Tamara Hebert*  
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Contract Administrator

I also attached our Dealer Insurance Letter advising that John Deere dealers are not subcontractors, as disclosed in the NASPO ValuePoint Cooperative Purchasing Agreement. A list of John Deere dealers located in the state of Alaska has also been enclosed.

We look forward to working with you and your agencies. If you have any questions, please do not hesitate to contact me.

Sincerely,



Tamara Hebert,  
Contract Administrator



**John Deere Dealers in Alaska (effective 26Apr2018)**

Dealer Name	Address	City	State	Zip	Phone	Fax No
CRAIG TAYLOR EQUIPMENT CO.	7860 W BUTTERCUP DRIVE	WASILLA	AK	99623	907.376.3838	907.376.727
CRAIG TAYLOR EQUIPMENT CO.	44170 KALIFONSKY BEACH ROAD	SOLDOTNA	AK	99669	907.262.5977	907.262.9516
CRAIG TAYLOR EQUIPMENT CO.	1733 WELL STREET	FAIRBANKS	AK	99701	907.452.1192	907.451.8982
CRAIG TAYLOR EQUIPMENT CO.	733 WHITNEY ROAD	ANCHORAGE	AK	99501	907.276.5050	907.276.0889