



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**
Led by the Commonwealth of Virginia

Contractor: Deere & Company
Master Agreement #: E194-81037-DC
Participating Entity: STATE OF WEST VIRGINIA
West Virginia Contract #: CMA 0212 GRNDMAINT22A

The Contractor shall provide Ground Maintenance Equipment to the Participating Entity as set forth in the Master Agreement for the following categories:

- Category 1: Tractors (heavy duty and compact)
- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 3: Off Road Utility Vehicles
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)

The following categories of products or services are not included in this agreement:

- Category 5: Turf Maintenance (Towed and Ground Driven)

Primary Contacts

	Participating Entity	Contractor
Name:	The State of West Virginia, W. Michael Sheets, Director WV Purchasing Division	Deere & Company
Address:	2019 Washington Street East, Charleston, WV 25305	2000 John Deere Run, Cary, NC 27513
Telephone:	304-558-2306	800-358-5010 – Option 2
Fax:		309-749-2313
Email:	william.m.sheets@wv.gov	GovContractSupport@JohnDeere.com

The Participating Entity and Contractor (together, “Parties”) agree that this Participating Addendum (“PA”) incorporates all terms, conditions, and requirements of the Master Agreement that apply to a Participating Entity, except as specifically modified pursuant to Paragraph 3, below.

1. **Participation:** This PA may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
2. **Term:** This PA shall become effective upon execution and shall remain in place until expiration or termination of the Master Agreement (including extensions and renewals thereof), unless terminated earlier in accordance with the terms of this PA and the Master Agreement.

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3. **Modifications:** This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

Additional Terms:

- A. **VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- B. **PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- C. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- D. **BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.
- E. **INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- F. **REPORTS:** The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

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- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The contract number **CMA 0212 GRNDMAINT22A** must be included on all Quarterly Sales Reports. Send reports to: Mark.A.Atkins@wv.gov

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

4. **Lease Agreements:** Leasing of Equipment is not authorized for agencies of the State of West Virginia, but county, municipal, and other local political subdivisions are not prohibited from doing so, provided that the county, municipal, and other local political subdivisions have the authority to do so.
5. **Subcontractors:** All contractors, dealers, and resellers authorized to provide sales and service support in the State of **West Virginia**, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
6. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
7. **Orders:** Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.
8. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.



**GROUND MAINTENANCE
EQUIPMENT (2020-2025)**

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9. Administrative Fees: The Contractor shall pay to the WV Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00% or .01) no later than sixty (60) days following the end of each calendar quarter for purchases made by Purchasing Entities within the jurisdiction of the **State of West Virginia**.

This fee is to be included as part of the prices incorporated into this Participating Addendum and will begin on the contract start date. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the West Virginia Master Agreement No. **CMA 0212 GRNDMAINT22A**.

Payment shall be made by check payable to the "WV Purchasing Division". The West Virginia Contract number **CMA 0212 GRNDMAINT22A** must be included on all payments.

Remit Checks To: WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

10. Approval: The Participating Entity certifies that it has obtained all necessary approvals required by the Master Agreement and has the authority to enter into this agreement.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: <i>Andrew Roman</i>
Name: W. Michael Sheets	Name: Andrew Roman
Title: Director, WV Purchasing Division	Title: Contract Administrator
Date: 06/10/22	Date: June 8, 2022

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.