

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

**CONTRACT NUMBER
15238 OC**

PAGE 1 of 2	ORDER DATE 04/06/23
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 11, 2023 THROUGH JULY 10, 2023

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of April 11, 2023 through July 10, 2023.

The Purchase Order must include the State of Nebraska Contract #15238 OC and John Deere Construction (JDCRS) Master Price Agreement #OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>, Once there enter the zip code and select either "Construction" or "Compact Construction".

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/JDCRS Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/JDCRS Participating Addendum for Nebraska became effective on December 20, 2019).

VENDOR CONTACT: Brooke DeVol; Contract Administrator
CELL #: 309-207-0431
EMAIL: ForsbergBrookeL@JohnDeere.com

VENDOR CONTACT: Ken J. Hoffman; Manager, Federal & State Accts
OFFICE #: 309-765-0282
CELL #: 309-230-4650
EMAIL: HoffmanKentJ@JohnDeere.com

This is the fourth renewal of the Participating Addendum as amended. (BT 04/06/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	1,000,000.0000	\$	1.0000

DocuSigned by:
CHRISTINA KELLY
A7DD6E449BA2410...
BUYER

DS
RT

DocuSigned by:
Anara Block
4CFF2711162A4A2...
MATERIAL ADMINISTRATOR

**PARTICIPATING ADDENDUM
AMENDMENT FOUR (4)
(Hereinafter "Amendment")**

Naspo ValuePoint Master Agreement #: OK-SW-192

CONSTRUCTION EQUIPMENT

Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity") and **John Deere Construction Retail Sales** (Contractor).

WHEREAS the Lead State of Oklahoma has a Contract with the Contractor identified as Master Agreement Number OK-SW-192 to provide Construction Equipment for use by State Agencies and other entities. The State has entered into a Participating Addendum/Contract with the Contractor, identified as **15238 OC**.

WHEREAS the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

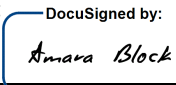
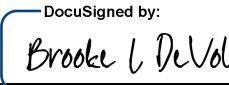
Effective Upon Execution by both Parties:

1. CHANGES: The purpose of this Amendment Four (4) is as follows:

- a.** The State of Oklahoma is extending this contract. The new dates are April 11, 2023, through July 10, 2023.

Terms and Conditions inconsistent with, contrary, or in addition to the Terms and Conditions of this Participating Addendum Amendment and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum Amendment or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise. Any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Participating Addendum Amendment, the Price Agreement, and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms. This Participating Addendum Amendment applies only in the jurisdiction of the Participating State or Participating Entity, which has executed this Participating Addendum Amendment.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties:

Participating State: Nebraska	Contractor: John Deere Construction Retail Sales
Signature:  DocuSigned by: Amara Block	Signature:  DocuSigned by: Brooke L DeVol
Printed Name: Amara Block	Printed Name: Brooke L DeVol
Title: Chief Procurement Officer	Title: Contract Administrator
Date: 4/11/2023	Date: 3/27/2023



02/08/2023

Dear Awarded Supplier,

Oklahoma Statewide Contract and NASPO ValuePoint Master Agreement OK-SW-192 was awarded with an agreement period commencing 07/13/2018 and ending 04/10/2023.

The State of Oklahoma would like to extend this contract 90 days through July 10, 2023, to allow for new Participating Agreements to be finalized.

Please indicate your firm's response to this request and return by email.

- Yes, our firm will extend the contract pricing and terms on the above listed contract.
- No, our firm will not extend the contract pricing and terms on the above listed contract.

Federal employer / Tax Identification number: 36-2382580

SAM UEI number: ED9BLXH3HG21

Company Name: John Deere Construction Retail Sales a division of John Deere Shared Services LLC

Address: 1300 River Drive City: Moline State IL Zip 61265

Email: ForsbergBrookeL@JohnDeere.com Phone 309-207-0431

Brooke DeVol, Contract Administrator 2/23/2023 Brooke DeVol

Digitally signed by Brooke DeVol
DN: cn=Brooke DeVol, c=US,
o=Government Sales, ou=John Deere
Construction & Forestry,
email=ForsbergBrookeL@JohnDeere.com
Date: 2023.02.23 14:38:45 -06'00'

Name / Title

Date

Signature

Send response electronically to the email address below of the contracting officer by: February 24, 2023.

Contracting officer name Lisa Bradley

Contracting officer phone 405-522-4480

Contracting officer email address: Lisa.Bradley@omes.ok.gov

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 1 of 2	ORDER DATE 04/04/22
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 11, 2022 THROUGH APRIL 10, 2023

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of April 11, 2022 through April 10, 2023.

The Purchase Order must include the State of Nebraska Contract #15238 OC and John Deere Construction (JDCRS) Master Price Agreement #OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>. Once there enter the zip code and select either "Construction" or "Compact Construction" .

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/JDCRS Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/JDCRS Participating Addendum for Nebraska became effective on December 20, 2019).

VENDOR CONTACT: Brooke DeVol; Contract Administrator
CELL #: 309-207-0431
EMAIL: ForsbergBrookeL@JohnDeere.com

VENDOR CONTACT: Ken J. Hoffman; Manager, Federal & State Accts
OFFICE #: 309-765-0282
CELL #: 309-230-4650
EMAIL: HoffmanKentJ@JohnDeere.com

This is the third renewal of the Participating Addendum as amended. (04/04/22 MH)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	1,000,000.0000	\$	1.0000

DocuSigned by:
Christina Kelly 4/4/2022
A7DD6E449BA2410...
DS BUYER 4/5/2022
JD

DocuSigned by:
Amara Block 4/5/2022
4CFF2711162A4A2...
MATERIEL ADMINISTRATOR

**PARTICIPATING ADDENDUM
ADDENDUM ELEVEN (11)
(Hereinafter "Amendment")**

NASPO ValuePoint Contract Number OK-SW-192

**CONSTRUCTION EQUIPMENT INCLUDING EQUIPMENT AND WARRANTY
WORK WITH REPLACEMENTS**

**Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT**

**John Deere Construction Retail Sales
(Hereinafter "Contractor")**

And

**State of Nebraska
(Hereinafter "Participating State/Entity")**

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity") and John Deere Construction Retail Sales (Contractor).

WHEREAS, the Lead State Oklahoma has a Contract with the Contractor identified as Contract Number OK-SW-192 to provide Construction Equipment Including Equipment and Warranty Work with Replacements for use by State Agencies and other entities. The State has entered into a Participating Addendum with the Contractor, identified as 15238 OC.

WHEREAS the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective Upon Execution by Both Parties:

1. **CHANGES:** The purpose of this Addendum Eleven (11) is as follows:

- a. Addendum Eleven (11) is issued to renew the statewide contract #OK-SW-192 for the contract period of April 11, 2022, through April 10, 2023.

Terms and Conditions inconsistent with, contrary, or in addition to the Terms and Conditions of this Participating Addendum Amendment and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum Amendment or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise. Any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Participating Addendum Amendment, the Price Agreement and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms. This Participating Addendum Amendment applies only in the jurisdiction of the Participating State or Participating Entity, which has executed this Participating Addendum Amendment.

**PARTICIPATING ADDENDUM
ADDENDUM ELEVEN (11)
(Hereinafter "Amendment")**

NASPO ValuePoint Contract Number OK-SW-192

**CONSTRUCTION EQUIPMENT INCLUDING EQUIPMENT AND WARRANTY
WORK WITH REPLACEMENTS**

**Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT**

**John Deere Construction Retail Sales
(Hereinafter "Contractor")**

And

**State of Nebraska
(Hereinafter "Participating State/Entity")**

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties:

Participating State: Nebraska	Contractor: John Deere Construction Retail Sales
Signature: <small>DocuSigned by:</small> <i>Amara Block</i> <small>40FF2711162A4A2...</small>	Signature: <small>DocuSigned by:</small> <i>Brooke L DeVol</i> <small>23E19C6B5FD143D...</small>
Printed Name: Amara Block	Printed Name: Brooke L DeVol
Title: General Counsel & Chief Procurement Officer	Title: Contract Administrator
Date: 4/5/2022	Date: 3/16/2022



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: OK-MA-192 – SW0192

PeopleSoft Contract ID: See Below

Contract Title: Construction Equipment

Contract Issuance Date: 04/01/2019

Contract Supplier: See Below

Addendum # 11

Addendum Date: 03/09/2022

OMES Point of Contact:

Contracting Officer: Lisa Bradley

Phone Number: 405-522-4480

E-mail address: Lisa.bradley@omes.ok.gov

Addendum Information:

This addendum is issued to exercise the final renewal option for this contract agreement. The contract period has been amended to include:

April 11, 2022, through April 10, 2023

Case Construction
621 State Street
Racine, WI 53402

Tony Simpson; (262) 636-6576

Tony.Simpson@CASEce.com

Vendor ID# 0000325256

Contract # 0-5244

Caterpillar, Inc.

100 NE Adams Street

Peoria, IL 61629

Juan Velandia; (786) 624-9964

Velandia_juan@cat.com

Vendor ID# 0000000000

Contract # 0-0000

Clark Equipment Company

250 East Beaton Dr

West Fargo, ND 58078

Randy Fuss; (701) 241-8746

Randy.fuss@doosan.com

Vendor ID# 0000281099

Contract # 0-5296

John Deere Construction Retail
Sales

1300 River Drive

Moline, IL 61265

Brooke Devol; (309) 207-0431

forsbergbrookel@johndeere.com

Vendor ID# 0000253425

Contract # 0-5273

New Holland Corporate North
America

500 Diller Avenue

New Holland, PA 17557

Chad Bucher; (717) 327-6489

Chad.bucher@newholland.com

Vendor ID# 0000325256

Contract # 0-5244

STATE OF NEBRASKA CONTRACT AWARDState Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508Telephone: (402) 471-6500
Fax: (402) 471-2089**CONTRACT NUMBER**
15238 OC

PAGE 1 of 2	ORDER DATE 12/18/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 19, 2021 THROUGH APRIL 10, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of May 19, 2021 through April 10, 2022 with the option to renew for two (2) additional one (1) year periods per the terms, conditions and specifications of the "Request for Proposal".

The Purchase Order must include the State of Nebraska Contract # 15238 OC and John Deere Construction (JDCRS) Master Price Agreement # OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>, Once there enter the zip code and select either "Construction" or "Compact Construction".

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/John Deere Construction Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/John Deere Construction (JDCRS) Participating Addendum for Nebraska became effective on December 20, 2019).

VENDOR CONTACT: Brooke DeVol; Contract Administrator
CELL #: 309-207-0431
EMAIL: ForsbergBrookeL@JohnDeere.comVENDOR CONTACT: Ken J. Hoffman; Manager, Federal & State Accts
OFFICE #: 309-765-0282
CELL #: 309-230-4650
EMAIL: HoffmanKentJ@JohnDeere.com

This is the second renewal of the contract as amended. (05/19/21 mh)

Amendment Three (3) as attached (MH 09/17/21)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	500,000.0000	\$	1.0000

DocuSigned by: <i>Christina Kelly</i> A7DD6E449BA2410...	9/20/2021 9/17/2021	DS <i>RC</i>	DocuSigned by: <i>Amara Block</i> 4CFF2MAD6E...	9/20/2021
BUYER		MATERIAL ADMINISTRATOR		

AMENDMENT THREE
Contract 15238 OC
CONSTRUCTION EQUIPMENT
for the State of Nebraska
Between

The State of Nebraska and John Deere Shared Services, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and John Deere Shared Services, Inc., parties to Contract 15238 OC (the "Contract"), and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon Execution by both parties as follows:

- 1. The "Vendor Contact" information is hereby superseded and replaced by:

VENDOR CONTACT: Brooke DeVol; Contract Administrator
CELL #: 309-207-0431
EMAIL: ForsbergBrookeL@JohnDeere.com

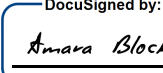
VENDOR CONTACT: Kent J. Hoffman; Manager, Federal & State Accts
OFFICE #: 309-765-0282
CELL#: 309-230-4650
EMAIL: HoffmanKentJ@JohnDeere.com

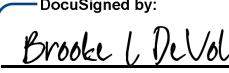
This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier Amendment, the terms of this Amendment will prevail.

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

State of Nebraska

Contractor: John Deere Shared Services, Inc.

By: 
4CFF2711162A4A2...

By: 
23E19C6B5FD143D...

Name: Amara Block

Name: Brooke L Devo1

Title: General Counsel & Chief Procurement Officer

Title: Contract Administrator

Date: 8/26/2021

Date: 8/26/2021

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 1 of 2	ORDER DATE 05/19/21
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MAY 19, 2021 THROUGH APRIL 10, 2022

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of May 19, 2021 through April 10, 2022 with the option to renew for two (2) additional one (1) year periods per the terms, conditions and specifications of the "Request for Proposal".

Payment Terms: Net 45 Days

The Purchase Order must include the State of Nebraska Contract # 15238 OC and John Deere Construction (JDCRS) Master Price Agreement # OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>, Once there enter the zip code and select either " Construction " or " Compact Construction " .

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/John Deere Construction Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/John Deere Construction (JDCRS) Participating Addendum for Nebraska became effective on December 20, 2019).

Contact: Mark Deakyne, Supplier Sales Account Mgr.
Phone: 309-765-0294
Cell: 309-831-6410
Email: DeakyneMarkR@JohnDeere.com

Contact: Richard Murga, Supplier Contract Administrator
Phone: 309-765-0260
Email: MurgaRichard@JohnDeere.com

This is the second renewal of the contract as amended. (05/19/21 mh)

DocuSigned by: <i>Christina Kelly</i> 20/2021	DS <i>RC</i>	021
A7DD6E449B...	DocuSigned by: <i>Amara Block</i> 5/21/2021	BUYER
4CFF2711162A4A2...	ADMINISTRATOR	

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 2 of 2		ORDER DATE 12/18/19
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708		



Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	500,000.0000	\$	1.0000



DS
CK
BUYER INITIALS

**PARTICIPATING ADDENDUM
AMENDMENT TWO (2)
(Hereinafter "Amendment")**

NASPO ValuePoint Contract Number OK-SW-192

**CONSTRUCTION EQUIPMENT INCLUDING EQUIPMENT AND WARRANTY
WORK WITH REPLACEMENTS**

**Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT**

**John Deere Construction Retail Sales
(Hereinafter "Contractor")**

And

**State of Nebraska
(Hereinafter "Participating State/Entity")**

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity") and John Deere Construction Retail Sales (Contractor).

WHEREAS, the Lead State Oklahoma has a Contract with the Contractor identified as Contract Number OK-SW-192 to provide Construction Equipment Including Equipment and Warranty Work with Replacements for use by State Agencies and other entities. The State has entered into a Participating Addendum with the Contractor, identified as 15238 OC.

WHEREAS, the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective Upon Execution by Both Parties:

1. **CHANGES**: The purpose of this Amendment Two (2) is as follows:

- a. Addendum Seven (7) is issued to renew the statewide contract #OK-SW-192 for the contract period of April 11, 2021 through April 10, 2022.

Terms and Conditions inconsistent with, contrary, or in addition to the Terms and Conditions of this Participating Addendum Amendment and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum Amendment or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise. Any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Participating Addendum Amendment, the Price Agreement and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms. This Participating Addendum Amendment applies only in the jurisdiction of the Participating State or Participating Entity, which has executed this Participating Addendum Amendment.

**PARTICIPATING ADDENDUM
AMENDMENT TWO (2)
(Hereinafter "Amendment")**

NASPO ValuePoint Contract Number OK-SW-192

**CONSTRUCTION EQUIPMENT INCLUDING EQUIPMENT AND WARRANTY
WORK WITH REPLACEMENTS**

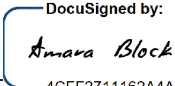
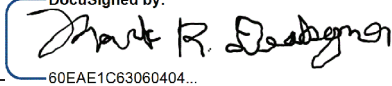
**Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT**

**John Deere Construction Retail Sales
(Hereinafter "Contractor")**

And

**State of Nebraska
(Hereinafter "Participating State/Entity")**

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties:

Participating State: Nebraska	Contractor: John Deere Construction Retail Sales
Signature:  <small>DocuSigned by: Amara Block 4CFF2711162A4A2...</small>	Signature:  <small>DocuSigned by: Mark R. Deakyne 60EAE1C63060404...</small>
Printed Name: Amara Block	Printed Name: Mark Deakyne
Title: General Counsel & Acting Material Admin.	Title: contract Administrator
Date: 5/21/2021	Date: 5/18/2021



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0192

PeopleSoft Contract ID: Multiple

Contract Title: Construction Equipment

Contract Issuance Date: April 11, 2018

Contract Supplier: Multiple

Addendum # 07

Addendum Date: April 19, 2021

OMES Point of Contact:

Contracting Officer: Jennifer McCaulla

Phone Number: 405-415-5629

E-mail address: Jennifer.McCaulla@omes.ok.gov

Addendum Information:

This addendum is issued to renew this statewide contract for the contract period of April 11, 2021 through April 10, 2022 for the following suppliers:

Case Construction

621 State Street

Racine, WI 53402

Tony Simpson; (262) 636.6576

Tony.Simpson@CASEce.com

Vendor ID# 0000325256

Contract # 0-5244

Caterpillar, Inc.

100 NE Adams Street

Peoria, IL 61629

Juan Velandia; (786)624.9964

velandia_juan@cat.com

Vendor ID# 0000000000

Contract # 0-0000

Clark Equipment Company

75 Remittance Dr., Ste. 1130

Chicago, IL 60675

Jesse Rhealt; (701) 241.8759

Jesse.Rhealt@doosan.com

Vendor ID# 0000281099

Contract # 0-5296

John Deere Construction Retail
Sales

1515 5th Avenue

Moline, IL 61265

Brooke Forsberg; (309) 207.0431

ForsbergBrookeL@johndeere.com

Vendor ID# 0000253425

Contract # 0-5273

New Holland Corporate North
America

500 Diller Avenue

New Holland, PA 17557

Wayne Crow; (717) 355.1683

wayne.crow@newholland.com

Vendor ID# 0000325256

Contract # 0-5244



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000325256
 NEW HOLLAND AGRICULTURE
 500 DILLER AVENUE
 NEW HOLLAND PA 17557-9301
 USA

Contract ID 000000000000000000005244		Page 1 of 5	
Contract Dates 05/08/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	22101532 / Tracked Loaders and/or Accessories & Attachments New Holland 300 Series (except 332) and 200 Series Compact Track Loaders (except C232) at 30% Percentage Discount New Holland C332 and C232 Compact Track Loader at 28% Percentage Discount Attachments and Accessories at 28-30% Percentage Discount (same as base unit when ordered with base unit). Options at 28-30% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased CASE Construction Track Loaders (Model TR270 T4F) at 33% Percentage Discount CASE Construction Track Loaders (Model 570N EP) at 28% Percentage Discount CASE Construction Track Loaders (Models TV450 T4F, TR340 T4F, TV370 T4F, & TR310 T4F) at 26% Percentage Discount Attachments and Accessories at 33-36% Percentage Discount (same as base unit when ordered with base unit). Options at 33-36% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
2	22101528 / Wheel Loaders and/or Attachments & Accessories New Holland C Series Compact Wheel Loader at 28% Percentage Discount New Holland U80C Tractor Loader at 28% Percentage Discount Attachments and Accessories at 28% Percentage Discount (same as base unit when ordered with base unit). Options at 28% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased CASE Construction Wheel Loaders (Models 821G & 921G) at 38% Percentage Discount CASE Construction Wheel Loaders (Models 521G, 621G & 721G) at 37% Percentage Discount CASE Construction Wheel Loaders (Models 321F T4 FINAL, 221F T4 FINAL, &	EA	0.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000325256
 NEW HOLLAND AGRICULTURE
 500 DILLER AVENUE
 NEW HOLLAND PA 17557-9301
 USA

Contract ID 0000000000000000000005244		Page 2 of 5	
Contract Dates 05/08/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

121F T4 FINAL) at 31% Percentage Discount
 CASE Construction Wheel Loaders (Models 1021G & 1121G) at 30% Percentage Discount
 CASE Construction Wheel Loaders (Model 21F T4 FINAL) at 26% Percentage Discount

Attachments and Accessories at 36-49% Percentage Discount (same as base unit when ordered with base unit).
 Options at 36-39% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

Contract Base Pricing 0.00000 EA 0001

3 25101600 / EA 0.00 0.00 0.00 0.00
 Telehandler and/or Attachments & Accessories
 New Holland LM & TH Series Telehandler at 28% Percentage Discount

Attachments and Accessories at 28% Percentage Discount (same as base unit when ordered with base unit).
 Options at 28% Percentage Discount

Multiple Unit Discount:
 1% for 2-5 units purchased
 2% for 6+ units purchased

Contract Base Pricing 0.00000 EA 0001

4 22101509 / EA 0.00 0.00 0.00 0.00
 Backhoe and/or Attachments & Accessories
 New Holland C Series Loader Backhoe at 35% Percentage Discount

Attachments and Accessories at 35% Percentage Discount (same as base unit when ordered with base unit).
 Options at 35% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

CASE Construction Backhoes (Models 580N EP T4F, 580N T4F, 580SN T4F, 580SN WT T4F, and 590SN T4F) at 37% Percentage Discount

Attachments and Accessories at 45% Percentage Discount (same as base unit when ordered with base unit).
 Options at 45% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased

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Supplier 0000325256
 NEW HOLLAND AGRICULTURE
 500 DILLER AVENUE
 NEW HOLLAND PA 17557-9301
 USA

Contract ID 0000000000000000000005244		Page 3 of 5	
Contract Dates 05/08/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

Contract Base Pricing	0.00000	EA		0001			
5	22101529 /	EA	0.00	0.00	0.00	0.00	0.00

Skid Steer and/or Attachments & Accessories
 New Holland L213, L216 L218, L316 & L318 at 28% Percentage Discount
 New Holland L220, L221, L320 & L321 at 30% Percentage Discount
 New Holland L228 & L328 at 31% Percentage Discount
 New Holland L234 & L334 at 32% Percentage Discount

Attachments and Accessories at 28-32% Percentage Discount (same as base unit when ordered with base unit).
 Options at 28-32% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

CASE Construction Skid Steer (Model SR160 T4F) at 24% Percentage Discount
 CASE Construction Skid Steer (Models SR175 T4F, SV185 T4F, SR210 T4F, SR240 T4F and SR270 T4F) at 26% Percentage Discount
 CASE Construction Skid Steer (Model SW280 T4F) at 27% Percentage Discount
 CASE Construction Skid Steer (Model SV340 T4F) at 33% Percentage Discount

Attachments and Accessories at 28-32% Percentage Discount (same as base unit when ordered with base unit).
 Options at 28-32% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

Contract Base Pricing	0.00000	EA		0001			
6	22101526 /	EA	0.00	0.00	0.00	0.00	0.00

Track Excavator and/or Attachments & Accessories
 New Holland E17C, E26C, E33C, E37C at 25% Percentage Discount
 New Holland E57C & E60C at 28% Percentage Discount

Attachments and Accessories at 25-28% Percentage Discount (same as base unit when ordered with base unit).
 Options at 25-28% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

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Supplier 0000325256
 NEW HOLLAND AGRICULTURE
 500 DILLER AVENUE
 NEW HOLLAND PA 17557-9301
 USA

Contract ID 0000000000000000000005244		Page 4 of 5	
Contract Dates 05/08/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

4% for 10+ units purchased

CASE Construction Tracked Excavators (Models CX17C, CX26C, CX33C, CX37C, CX57C and CX60C) at 25% Percentage Discount
 CASE Construction Tracked Excavators (Models CX75C, CX80C, CX130D, CX145D, CX160D, CX210D, CX245D, CX250D, CX290D, CX300D, CX350D, CX490D, CX500D, CX700B, CX800B and CX750D) at 26% Percentage Discount

Attachments and Accessories at 29-39% Percentage Discount (same as base unit when ordered with base unit).
 Options at 29-39% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

Contract Base Pricing 0.00000 EA 0001

7 22101502 / Motor Grader and/or Attachments & Accessories EA 0.00 0.00 0.00 0.00

CASE Construction Motor Graders (Models 865B & AWD, 885B & AWD, 836C & AWD and 856C & AWD) at 31% Percentage Discount

Attachments and Accessories at 45% Percentage Discount (same as base unit when ordered with base unit).
 Options at 45% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

Contract Base Pricing 0.00000 EA 0001

8 22101522 / Dozer and/or Attachments & Accessories EA 0.00 0.00 0.00 0.00

CASE Construction Dozers (Model 650M) at 26% Percentage Discount
 CASE Construction Dozers (Model 750M T4F, 850 M T4F and 1650M T4F) at 37% Percentage Discount
 CASE Construction Dozers (Models 1150M T4F and 2050M T4F) at 31% Percentage Discount

Attachments and Accessories at 36-43% Percentage Discount (same as base unit when ordered with base unit).
 Options at 36-43% Percentage Discount

Multiple Unit Discount:
 1% for 2-3 units purchased
 2% for 4-5 units purchased
 3% for 6-9 units purchased
 4% for 10+ units purchased

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 Skip = Skip adjustments if any other adjustments have been applied

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OKLAHOMA

State of Oklahoma

CONTRACT**Dispatch via Print**

Supplier 0000325256
 NEW HOLLAND AGRICULTURE
 500 DILLER AVENUE
 NEW HOLLAND PA 17557-9301
 USA

Contract ID 0000000000000000000005244		Page 5 of 5	
Contract Dates 05/08/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Base Pricing 0.00000 EA 0001

COMMENTS:

Pricing - Attachment C - New Holland

SAM-CNH Industrial America, LLC
 CNH Industrial America, LLC (New Holland Construction and Agriculture brands)
 New Holland Point of Contact: Wayne Crow
 Point of Contact Email: Wayne.Crow@newholland.com
 Point of Contact Phone Number: 717-355-1683

Contract Period: 04/11/2018 - 04/10/2019
 Agreement Period: 04/11/2018 - 04/10/2023

4/1/2019-New Holland renewal period - 04/11/2019 - 04/10/2020. - J McCaulla.
 4/1/2020-New Holland renewal period - 04/11/2020 - 04/10/2021. - J McCaulla.
 4/1/2021-New Holland renewal period - 04/11/2021 - 04/10/2022. - J McCaulla.

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

CNH Industrial America, LLC (CASE Construction brand)
 CASE Construction Point of Contact: Tony Simpson
 Point of Contact Email: Tony.Simpson@casece.com
 Point of Contact Phone Number: 262-636-6576

4/1/2019-Case renewal period - 04/11/2019 - 04/10/2020. - J McCaulla.
 4/1/2020-Case renewal period - 04/11/2020 - 04/10/2021. - J McCaulla.
 4/1/2021-Case renewal period - 04/11/2021 - 04/10/2022. - J McCaulla.

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ATTACHMENT C-1
TRACKED LOADERS

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Case Construction	570N EP	Current	28%
Case Construction	TR270 T4F	Current	33%
Case Construction	TR310 T4F	Current	26%
Case Construction	TV370 T4F	Current	26%
Case Construction	TR340 T4F	Current	26%
Case Construction	TV450 T4F	Current	26%
Case Construction	TV620B	Current	26%
Attachments/Accessories: 33- 36 % * (same as base unit when ordered with base unit)			
Options: 33-36% _____ % Trade-ins: X _____ Available _____ Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>1</u> % (In addition to the equipment discount) based on <u>2-3</u> Units purchased			
Multiple Unit discount: <u>2</u> % (In addition to the equipment discount) based on <u>4-5</u> Units purchased			
Multiple Unit discount: <u>3</u> % (In addition to the equipment discount) based on <u>6-9</u> Units purchased			
Multiple Unit discount: <u>4</u> % (In addition to the equipment discount) based on <u>10+</u> Units purchased			



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000072482
 OCT EQUIPMENT LLC
 7100 SW 3RD ST
 OKLAHOMA CITY OK 73128-2704
 USA

Contract ID 000000000000000000000000005618		Page 1 of 3	
Contract Dates 09/11/2019 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	22101532 / Tracked Loaders and/or Accessories & Attachments CASE Construction Track Loaders (Model TR270 T4F) at 33% Percentage Discount CASE Construction Track Loaders (Model 570N EP) at 28% Percentage Discount CASE Construction Track Loaders (Models TR310 T4F, TV370 T4F, TR340 T4F, TV380 T4F, TR270 T4F, TR310 TF4, TV370 T4F, TR340 T4F and TV380 T4F) at 26% Percentage Discount Attachments and Accessories at 33-36% Percentage Discount (same as base unit when ordered with base unit). Options at 33-36% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
2	22101528 / Wheel Loaders and/or Attachments & Accessories CASE Construction Wheel Loaders (Models 821G and 921G) at 38% Percentage Discount CASE Construction Wheel Loaders (Models 521G, 621G and 721G) at 37% Percentage Discount CASE Construction Wheel Loaders (Models 121F T4 FINAL, 221F T4 FINAL and 321F T4 FINAL) at 31% Percentage Discount CASE Construction Wheel Loaders (Models 1021G and 1121G) at 30% Percentage Discount CASE Construction Wheel Loaders (Model 21f T4 FINAL) at 26% Percentage Discount Attachments and Accessories at 36-49% Percentage Discount (same as base unit when ordered with base unit). Options at 36-39% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001

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 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

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Supplier 0000072482
 OCT EQUIPMENT LLC
 7100 SW 3RD ST
 OKLAHOMA CITY OK 73128-2704
 USA

Contract ID 000000000000000000000000005618		Page 2 of 3	
Contract Dates 09/11/2019 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
3	22101529 / Skid Steer and/or Attachments & Accessories CASE Construction Skid Steer (Models SR130 T4F and SR160 T4F) at 24% Percentage Discount CASE Construction Skid Steer (Models SR175 T4F, SV185 T4F, SR210 T4F, SR240 T4F and SR270 T4F) at 26% Percentage Discount CASE Construction Skid Steer (Model SW280 T4F) at 27% Percentage Discount CASE Construction Skid Steer (Model SV340 T4F) at 33% Percentage Discount Attachments and Accessories at 28-32% Percentage Discount (same as base unit when ordered with base unit). Options at 28-32% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001
4	22101526 / Track Excavator and/or Attachments & Accessories CASE Construction Tracked Excavators (Models CX17C, CX26C, CX33C, CX37C, CX57C and CX60C) at 25% Percentage Discount CASE Construction Tracked Excavators (Models CX75C, CX80C, CX130D, CX145D, CX160D, CX210D, CX245D, CX250D, CX290D, CX300D, CX350D, CX490D, CX500D, CX700B, CX800B and CX750D) at 26% Percentage Discount Attachments and Accessories at 29-39% Percentage Discount (same as base unit when ordered with base unit). Options at 29-39% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001
5	22101502 / Motor Grader and/or Attachments & Accessories CASE Construction Motor Graders (Models 865B & AWD, 885B & AWD, 836C & AWD and 856C & AWD) at 31% Percentage Discount Attachments and Accessories at 45% Percentage Discount (same as base unit when ordered with base unit). Options at 45% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00

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 Hard = Apply adjustments regardless of other adjustments
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Authorized Signature



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State of Oklahoma

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Supplier 0000072482
 OCT EQUIPMENT LLC
 7100 SW 3RD ST
 OKLAHOMA CITY OK 73128-2704
 USA

Contract ID 000000000000000000005618		Page 3 of 3	
Contract Dates 09/11/2019 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Base Pricing	0.00000	EA		0001		
6 22101522 / Dozer and/or Attachments & Accessories CASE Construction Dozers (Model 650L) at 26% Percentage Discount CASE Construction Dozers (Model 750M T4F, 850 M T4F and 1650M T4F) at 37% Percentage Discount CASE Construction Dozers (Models 1150M T4F and 2050M T4F) at 31% Percentage Discount Attachments and Accessories at 36-43% Percentage Discount (same as base unit when ordered with base unit). Options at 36-43% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased Attachments and Accessories at 29-39% Percentage Discount (same as base unit when ordered with base unit). Options at 29-39% Percentage Discount Multiple Unit Discount: 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00	

Contract Base Pricing	0.00000	EA		0001		
7 22101509 / Backhoe and/or Attachments & Accessories CASE Construction Backhoes (Models 580N EP T4F, 580N T4F, 580SN T4F, 580SN WT T4F, and 590SN T4F) at 37% Percentage Discount Attachments and Accessories at 45% Percentage Discount (same as base unit when ordered with base unit). Options at 45% Percentage Discount 1% for 2-3 units purchased 2% for 4-5 units purchased 3% for 6-9 units purchased 4% for 10+ units purchased	EA	0.00	0.00	0.00	0.00	0.00

Contract Base Pricing	0.00000	EA		0001		
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COMMENTS:

.OCT Equipment (CASE Construction brand)
 OCT Point of Contact: Mike Bergstrom or Seth Davis
 Point of Contact Phone #: (405) 789-6812

Contract Period: 04/11/2021 - 04/10/2012
 Agreement Period: 09/11/2019 - 04/10/2023

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

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CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000186655
 WARREN POWER & MACHINERY INC
 PO BOX 270720
 OKLAHOMA CITY OK 73137-0720
 USA

Contract ID 000000000000000000000000005530		Page 1 of 4	
Contract Dates 04/25/2019 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	22101532 / Tracked Loaders and/or Accessories & Attachments Caterpillar Track Loaders (model 973) at 23% Percentage Discount Caterpillar Track Loaders (model 963) at 22% Percentage Discount Caterpillar Track Loaders (models 239, 249, 259, 279, 289 & 299) at 21% Percentage Discount Caterpillar Track Loaders (model 953) at 19% Percentage Discount Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001
2	22101528 / Wheel Loaders and/or Attachments & Accessories Caterpillar Wheel Loaders (models 918, 920, 926, 930, & 938) at 24% Percentage Discount Caterpillar Wheel Loaders (models 903, 905, 907, 908, 910, & 914) at 23% Percentage Discount Caterpillar Wheel Loaders (model 950GC) at 20% Percentage Discount Caterpillar Wheel Loaders (models 950 & 962) at 18% Percentage Discount Caterpillar Wheel Loaders (model 966) at 15% Percentage Discount Caterpillar Wheel Loaders (models 972, 980, 982, & 988) at 11% Percentage Discount Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001
3	25101600 / Telehandler and/or Attachments & Accessories Caterpillar Telehandler (models TH3510, TH357, TH408, TH514, TL642, TL943, TL1055, & TL1255)at 24% Percentage Discount Caterpillar Telehandler (model TH255)at 23% Percentage Discount Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001

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 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

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CONTRACT

State of Oklahoma

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Supplier 0000186655
 WARREN POWER & MACHINERY INC
 PO BOX 270720
 OKLAHOMA CITY OK 73137-0720
 USA

Contract ID 00000000000000000000000005530		Page 2 of 4	
Contract Dates 04/25/2019 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
4	22101509 / Backhoe and/or Attachments & Accessories Caterpillar Backhoe (models 415, 416, 430, 440, & 450) at 22% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount					
	Contract Base Pricing		0.00000	EA		0001
5	22101529 / Skid Steer and/or Attachments & Accessories Caterpillar Skid Steer (models 226, 232, 236, 242, 246, 262, 272, 257, 277, 287, 297, 239, 249, 259, 279, 289, & 299) at 21% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount					
	Contract Base Pricing		0.00000	EA		0001
6	22101526 / Track & Wheeled Excavator and/or Attachments & Accessories Caterpillar Track Excavators (models 300.9, 301.4, 301.5, 301.7, 301.8, 302.4, 302.7, 303, 303.5, 304, 304.5, 305, 305.5, 307, 307.5, 308, 309, & 310) at 20% Percentage Discount Caterpillar Track Excavators (models 315 & 316) at 19% Percentage Discount Caterpillar Track Excavators (model 311) at 18% Percentage Discount Caterpillar Track Excavators (models 313GC, 318, & 320GC) at 16% Percentage Discount Caterpillar Track Excavators (models 313, 320, 323, 325, 326, 330, 335, 336) at 15% Percentage Discount Caterpillar Track Excavators (models 349, 352, & 374) at 10% Percentage Discount Caterpillar Wheeled Excavators (models M314, M315, M16, M317, M318, M320, & M322) at 26% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount					
	Contract Base Pricing		0.00000	EA		0001

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000186655
 WARREN POWER & MACHINERY INC
 PO BOX 270720
 OKLAHOMA CITY OK 73137-0720
 USA

Contract ID 000000000000000000000000005530		Page 3 of 4	
Contract Dates 04/25/2019 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equip		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
7	22101502 / Motor Grader and/or Attachments & Accessories Caterpillar Motor Grader (model 120) at 34% Percentage Discount Caterpillar Motor Grader (models 12, 140, & 160) at 30% Percentage Discount Caterpillar Motor Grader (model 14) at 19% Percentage Discount Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
8	22101522 / Dozer and/or Attachments & Accessories Caterpillar Dozer (models D3, D4, & D5) at 23% Percentage Discount Caterpillar Dozer (model D6) at 21% Percentage Discount Caterpillar Dozer (models D7 & D8) at 19% Percentage Discount Caterpillar Dozer (models 814, 824, & 834) at 15% Percentage Discount Caterpillar Dozer (models 815 & 825) at 13% Percentage Discount Caterpillar Dozer (models D9 & D10) at 10% Percentage Discount Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	
9	22101540 / Site Dumper Track and Wheeled, Articulated Dump, Hauler and/or Attachments & Accessories Caterpillar Site Dumper (models 621, 623, 627, & 637)at 18% Percentage Discount Caterpillar Site Dumper(models 725, 730, 735, 740GC, & 745)at 17% Percentage Discount Attachments and Accessories at Same Percentage Discount (same as base unit when ordered with base unit). Options at Same Percentage Discount	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA	0001	

COMMENTS:

SAM-Warren CAT
 Caterpillar Brands

Warren CAT Point of Contact: Buzz McDonald

Contract Period: 04/11/2019 - 04/10/2019
 Agreement Period: 04/11/2019 - 04/10/2023

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



State of Oklahoma

CONTRACT

Dispatch via Print

Supplier 0000186655
WARREN POWER & MACHINERY INC
PO BOX 270720
OKLAHOMA CITY OK 73137-0720
USA

Table with contract details: Contract ID, Contract Dates, Currency, Rate Type, Rate Date, Description, Contract Maximum, Allow Open Item Reference, TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

Pricing - Attachment C - Caterpillar

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000281099
 CLARK EQUIPMENT COMPANY
 250 EAST BEATON DR
 WEST FARGO ND 58078
 USA

Contract ID 0000000000000000000005296		Page 1 of 3	
Contract Dates 06/21/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equipment		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	22101509 / Skid Steers Bobcat - Skid Steers (Models A770, S62, S64, S66, S70, S76, S450, S740, S770 and S850) at 30% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at 24% Percentage Discount. Options at 30% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	Contract Base Pricing		0.00000	EA		0001
2	22101529 / Track Excavators Bobcat - Track Excavators (Models E10, E20, E26, E32, E35-25HP, E35-33HP, E42, E50, E55, E63, E85, E145 and E165) at 30% Percentage Discount.	EA	0.00	0.00	0.00	0.00
	Doosan - Track Excavators (Models DX35-5, DX42-5, DX-0-5, DX85R-3, DX140LC-5, DX140LCR-5, DX170LC-5, DX180LC-5, DX225LC-5, DX235LCR-5, DX255LC-5, DX300LC-5, DX350LC-5, DX420LC-5, DX490LC-5, DX530LC-5) at 22% Percentage Discount.					
	For Bobcat Excavators Attachments and Accessories at 24% Percentage Discount. Options at 30% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	For Doosan Excavators Attachments and Accessories at 22% Percentage Discount. Options at 22% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	Contract Base Pricing		0.00000	EA		0001
3	22101525 / Wheeled Excavators Doosan - Wheeled Excavators (Models DX140W-5, DX190W-5 and DX210W-5) at 22% Percentage Discount	EA	0.00	0.00	0.00	0.00
	Attachments and Accessories at 24% Percentage Discount. Options at 22% Percentage Discount, Trade-Ins Available					
	Multiple Unit Discount: 3% based on 6 Units purchased.					
	Contract Base Pricing		0.00000	EA		0001

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000281099
 CLARK EQUIPMENT COMPANY
 250 EAST BEATON DR
 WEST FARGO ND 58078
 USA

Contract ID 0000000000000000000005296		Page 3 of 3	
Contract Dates 06/21/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equipment		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
7	22101528 / Wheel Loaders Doosan - Wheel Loaders (Models DL200-5, DL200TC-5, DL220-5, DL250-5, DL250TC-5, DL280-5, DL300-5, DL350-5, DL420-5, DL450-5, DL550-5 and DL580-5) at 22% Percentage Discount	EA	0.00	0.00	0.00	0.00

Attachments and Accessories at 22% Percentage Discount.
 Options at 22% Percentage Discount, Trade-Ins Available

Multiple Unit Discount:
 3% based on 6 Units purchased.

Contract Base Pricing 0.00000 EA 0001

COMMENTS:

Clark Equipment Company (Bobcat and Doosan brands)
 Clark Equipment Point of Contact: Randy Fuss
 Point of Contact Email: Randy.Fuss@doosan.com
 Point of Contact Phone Number: 701.241.8746

Contract Period: 06/04/2018 - 04/10/2019
 Agreement Period: 06/04/2018 - 04/10/2023

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

4/1/2019-Clark (Bobcat & Doosan) renewal period - 04/11/2019 - 04/10/2020. - J McCaulla.
 4/1/2020-Clark (Bobcat & Doosan) renewal period - 04/11/2020 - 04/10/2021. - J McCaulla.
 4/1/2021-Clark (Bobcat & Doosan) renewal period - 04/11/2021 - 04/10/2022. - J McCaulla.

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

ATTACHMENT C-2
WHEEL LOADERS

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Doosan	DL200-5 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL200-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL200TC-5 Tool Carrier Wheel Loader	March 2021	22%
Doosan	DL220-5 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL220-5 Locking Differential Wheel Loader	March 2021	22%
Doosan	DL220-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL220-5 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL250-5 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL250-5 Locking Differential Wheel Loader	March 2021	22%
Doosan	DL250-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL250-5 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL250TC-5 Tool Carrier Wheel Loader	March 2021	22%
Doosan	DL250TC-5 Locking Differential Wheel Loader	March 2021	22%
Doosan	DL280-5-Standard Lift Wheel Loader	March 2021	22%
Doosan	DL280-5-Locking Differential Wheel Loader	March 2021	22%
Doosan	DL280-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL280-5 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL320-7 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL320-7 Locking Differential Wheel Loader	March 2021	22%
Doosan	DL320-7 High Lift Wheel Loader	March 2021	22%
Doosan	DL320-7 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL350-5K Standard Lift Wheel Loader	March 2021	22%
Doosan	DL350-5K Locking Differential Wheel Loader	March 2021	22%
Doosan	DL350-5K High Lift Wheel Loader	March 2021	22%
Doosan	DL350-5K High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL380-7-Standard Lift Wheel Loader	March 2021	22%
Doosan	DL380-7-Locking Differential Wheel Loader	March 2021	22%
Doosan	DL380-7 High Lift Wheel Loader	March 2021	22%
Doosan	DL380-7 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL420-5 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL420-5 Locking Differential Wheel Loader	March 2021	22%
Doosan	DL420-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL420-5 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL450-5 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL450-5 Locking Differential Wheel Loader	March 2021	22%
Doosan	DL450-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL450-5 High Lift w/ Locking Diff. Wheel Loader	March 2021	22%
Doosan	DL550-5 Standard Lift Wheel Loader	March 2021	22%

Doosan	DL560-5 High Lift Wheel Loader	March 2021	22%
Doosan	DL580-5 Standard Lift Wheel Loader	March 2021	22%
Doosan	DL580-5 High Lift Wheel Loader	March 2021	22%
Attachments/Accessories: <u>22</u> %			
Options: <u>22</u> % Trade-ins: <u>Yes</u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>3</u> % (In addition to the equipment discount) based on <u>6</u> Units purchased			

ATTACHMENT C-7
SKID STEERS

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Bobcat	S70	March 2021	30%
Bobcat	S450	March 2021	30%
Bobcat	S62	March 2021	30%
Bobcat	S64	March 2021	30%
Bobcat	S66	March 2021	30%
Bobcat	S76	March 2021	30%
Bobcat	S740	March 2021	30%
Bobcat	S770	March 2021	30%
Bobcat	S850	March 2021	30%
Bobcat	A770	March 2021	30%
Attachments/Accessories: <u>24</u> %			
Options: <u>30</u> % Trade-ins: <u>Yes</u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>3</u> % (In addition to the equipment discount) based on <u>6</u> Units purchased			

ATTACHMENT C-8
TRACK EXCAVATORS

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Bobcat	E10	March 2021	30%
Bobcat	E20	March 2021	30%
Bobcat	E26	March 2021	30%
Bobcat	E32	March 2021	30%
Bobcat	E35 - 25HP	March 2021	30%
Bobcat	E35 - 33HP	March 2021	30%
Bobcat	E42	March 2021	30%
Bobcat	E50	March 2021	30%
Bobcat	E55	March 2021	30%
Bobcat	E60	March 2021	30%
Bobcat	E85	March 2021	30%
Bobcat	E88	March 2021	30%
Bobcat	E145	March 2021	30%
Bobcat	E165	March 2021	30%
Doosan	DX35-5	March 2021	22%
Doosan	DX42-5	March 2021	22%
Doosan	DX50-5	March 2021	22%
Doosan	DX62R-5	March 2021	22%
Doosan	DX63-5	March 2021	22%
Doosan	DX85R-3	March 2021	22%
Doosan	DX140LC-5 No Front Excavator	March 2021	22%
Doosan	DX140LC-5 Standard Excavator	March 2021	22%
Doosan	DX140LC-5 Standard w/ Dozer Blade Excavator	March 2021	22%
Doosan	DX140LCR-5 Standard Excavator	March 2021	22%
Doosan	DX140LCR-5 Standard w/ Dozer Blade Excavator	March 2021	22%
Doosan	DX170LC-5	March 2021	22%
Doosan	DX180LC-5 No Front Excavator	March 2021	22%
Doosan	DX180LC-5 Standard Excavator	March 2021	22%
Doosan	DX180LC-5 Long Arm Excavator	March 2021	22%
Doosan	DX180LC-5 Standard Excavator w/ Dozer Blade	March 2021	22%
Doosan	DX180LC-5 Narrow Track Excavator	March 2021	22%
Doosan	DX225LC-5 No Front Excavator	March 2021	22%
Doosan	DX225LC-5 Standard Excavator	March 2021	22%
Doosan	DX225LC-5 Long Arm Excavator	March 2021	22%
Doosan	DX225LC-5 Standard Excavator w/ Dozer Blade	March 2021	22%
Doosan	DX225LC-5 Super Long Reach Excavator	March 2021	22%
Doosan	DX235LCR-5 Standard Reduced Swing Excavator	March 2021	22%
Doosan	DX235LCR-5 Standard Excavator w/Dozer	March 2021	22%
Doosan	DX255LC-5 No Front Excavator	March 2021	22%
Doosan	DX255LC-5 Standard Excavator	March 2021	22%
Doosan	DX255LC-5 Long Arm Excavator	March 2021	22%

Doosan	DX300LC-5K No Front Excavator	March 2021	22%
Doosan	DX300LC-5K Standard Excavator	March 2021	22%
Doosan	DX300LC-5K Long Arm Excavator	March 2021	22%
Doosan	DX300LC-5K Super Long Reach Excavator	March 2021	22%
Doosan	DX300LC-5K Material Handler	March 2021	22%
Doosan	DX350LC-5K No Front Excavator	March 2021	22%
Doosan	DX350LC-5K Standard Excavator	March 2021	22%
Doosan	DX350LC-5K Long Arm Excavator	March 2021	22%
Doosan	DX420LC-5 No Front Excavator	March 2021	22%
Doosan	DX420LC-5 Standard Excavator	March 2021	22%
Doosan	DX420LC-5 Long Arm Excavator	March 2021	22%
Doosan	DX490LC-5 No Front Excavator	March 2021	22%
Doosan	DX490LC-5 Standard Excavator	March 2021	22%
Doosan	DX490LC-5 Long Arm Excavator	March 2021	22%
Doosan	DX530LC-5 No Front Excavator	March 2021	22%
Doosan	DX530LC-5 Standard Excavator	March 2021	22%
Doosan	DX530LC-5 Long Arm Excavator	March 2021	22%
Doosan	DX530LC-5 Super Long Reach Excavator	March 2021	22%
Doosan	DX800LC-7 Standard Front Excavator	March 2021	22%
For Bobcat Excavators			
Attachments/Accessories: <u>24</u> %			
Options: <u>30</u> % Trade-ins: <u>Yes</u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>3</u> % (In addition to the equipment discount) based on <u>6</u> Units purchased			
For Doosan Excavators			
Attachments/Accessories: <u>22</u> %			
Options: <u>22</u> % Trade-ins: <u>Yes</u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>3</u> % (In addition to the equipment discount) based on <u>6</u> Units purchased			

ATTACHMENT C-9
WHEELED EXCAVATORS

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
Doosan	DX140W-5 No Front Wheeled Ex F&R Outr	March 2021	22%
Doosan	DX140W-5 Mono Boom Frt. Dozer Rear Outr.	March 2021	22%
Doosan	DX140W-5 Mono Boom Frt. & Rear Outr	March 2021	22%
Doosan	DX140W-5 Artic Boom Frt. Dozer & Rear Outr.	March 2021	22%
Doosan	DX140W-5 Artic Boom Frt. & Rear Outr	March 2021	22%
Doosan	DX190W-5 No Front Wheeled Ex F&R Outr	March 2021	22%
Doosan	DX190W-5 Mono Boom Frt. Dozer Rear Outr.	March 2021	22%
Doosan	DX190W-5 Mono Boom Frt. & Rear Outr	March 2021	22%
Doosan	DX190W-5 Artic Boom Frt. Dozer & Rear Outr.	March 2021	22%
Doosan	DX190W-5 Artic Boom Frt. & Rear Outr	March 2021	22%
Doosan	DX210W-5 No Front Wheeled Ex F&R Outr	March 2021	22%
Doosan	DX210W-5 Mono Boom Frt. Dozer Rear Outr.	March 2021	22%
Doosan	DX210W-5 Mono Boom Frt. & Rear Outr	March 2021	22%
Doosan	DX210W-5 Artic Boom Frt. Dozer & Rear Outr.	March 2021	22%
Doosan	DX210W-5 Artic Boom Frt. & Rear Outr	March 2021	22%
Doosan	DX210W-5 Material Handler - No Attachment	March 2021	22%
Attachments/Accessories: <u>22</u> %			
Options: <u>22</u> % Trade-ins: <u>Yes</u> Available <input type="checkbox"/> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>3</u> % (In addition to the equipment discount) based on <u>6</u> Units purchased			



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000253425
 JOHN DEERE CONSTRUCTION RETAIL SALES
 1515 5TH AVE
 MOLINE IL 61265-1367
 USA

Contract ID 0000000000000000000005273		Page 1 of 4	
Contract Dates 05/30/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equipment		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	22101532 / Tracked Loaders John Deere - Full Size Track Loaders (Model 655K) at 28% Percentage Discount John Deere - Full Size Track Loaders (Model 755K) at 27% Percentage Discount John Deere - Compact Track Loaders (Models 317G, 325g, 331G, and 333G) at 31% Percentage Discount Attachments and Accessories at 20% Percentage Discount (Only sold w/machine. Deere field kits (AT/KV...) and WoksitePro Attachments ONLY). Options at same Percentage Discount as machine. Codes 9XXX only Multiple Unit Discount: 1% for 5-7 units purchased 2% for 8-14 units purchased 3% for 15-30 units purchased	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001
2	22101528 / Wheel Loaders John Deere - Full Size Wheel Loaders (Models 524L and 724K) at 39% Percentage Discount John Deere - Full Size Wheel Loaders (Models 444K, 544L, 644L, 644K, 644K Hybrid, 744K II, 824K II, 844K III) at 38% Percentage Discount John Deere - Full Size Wheel Loaders (Models 624L and 844K III Aggregate Handler) at 37% Percentage Discount John Deere - Compact Wheel Loaders (Models 204L, 244L, 304L, 324L and 344L) at 27% Percentage Discount Attachments and Accessories at 20% Percentage Discount (Only sold w/machine. Deere field kits (AT/KV...) and WoksitePro Attachments ONLY). Options at same Percentage Discount as machine. Codes 9XXX only Multiple Unit Discount: 1% for 5-7 units purchased 2% for 8-14 units purchased 3% for 15-30 units purchased	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000	EA		0001
3	22101502 / Motor Graders	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000253425
 JOHN DEERE CONSTRUCTION RETAIL SALES
 1515 5TH AVE
 MOLINE IL 61265-1367
 USA

Contract ID 0000000000000000000005273		Page 4 of 4	
Contract Dates 05/30/2018 to 04/10/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0192-Construction Equipment		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
8	22101526 / Dozers John Deere - Full Size Dozer (Models 950K and 1050K) at 33% Percentage Discount John Deere - Full Size Dozer (Model 850K) at 30% Percentage Discount John Deere - Full Size Dozer (Models 650K and 750K) at 28% Percentage Discount John Deere - Full Size Dozer (Model 700K) at 27% Percentage Discount John Deere - Full Size Dozer (Models 450K, 550K, 850L) at 26% Percentage Discount Attachments and Accessories at 20% Percentage Discount (Only sold w/machine. Deere field kits (AT/KV...) and WoksitePro Attachments ONLY). Options at same Percentage Discount as machine. Codes 9XXX only Multiple Unit Discount: 1% for 5-7 units purchased 2% for 8-14 units purchased 3% for 15-30 units purchased	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001

COMMENTS:

John Deere Construction Retail Sales (John Deere brand)
 John Deere Point of Contact: Brooke Forsberg
 Point of Contact Email: ForsbergBrookel@JohnDeere.com
 Point of Contact Phone Number: 309-207-0431

Contract Period: 05/30/2018 - 04/10/2019
 Agreement Period: 05/30/2018 - 04/10/2023

Award based on OMES Solicitation OK-SW-192, where Oklahoma is the lead state for a NASPO ValuePoint Contract.

4/1/2019-John Deere- Renewal Period 04/11/2019-04/10/2020. - J McCaulla.
 4/1/2020-John Deere- Renewal Period 04/11/2020-04/10/2021. - J McCaulla.
 4/1/2021-John Deere- Renewal Period 04/11/2021-04/10/2022. - J McCaulla.

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

ATTACHMENT C-2
WHEEL LOADERS

12-Mar-2021

John Deere Construction Retail Sales/RFP: OK-SW-192

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
John Deere - Full Size	444L	Current	37
John Deere - Full Size	444P	Current	37
John Deere - Full Size	524L	Current	38
John Deere - Full Size	524P	Current	38
John Deere - Full Size	544L	Current	38
John Deere - Full Size	544P	Current	38
John Deere - Full Size	624L	Current	37
John Deere - Full Size	624P	Current	37
John Deere - Full Size	644L	Current	33
John Deere - Full Size	644P	Current	33
John Deere - Full Size	644L Hybrid	Current	36
John Deere - Full Size	644X	Current	36
John Deere - Full Size	724L	Current	33
John Deere - Full Size	724P	Current	33
John Deere - Full Size	744L	Current	32
John Deere - Full Size	824L	Current	32
John Deere - Full Size	844L	Current	32
John Deere - Full Size	844L AH	Current	32
Attachments/Accessories: <u>20</u> % Only applies to field kits (AT/KV...) sold w/machine and WorksitePro Attachments that can be sold separately.			
Options: <u>></u> % (same discount as machine, 9XXX codes only) Trade-ins: <u>X</u> Available <u>Not Available</u> (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u>></u> % (In addition to the equipment discount) based on <u>></u> Units (Base Machines) purchased. (5-7 units 1%, 8-14 units 2%, 15-30 units 3%)			

ATTACHMENT C-8
TRACK EXCAVATORS

12-Mar-2021

John Deere Construction Retail Sales/RFP: OK-SW-192

If you have different discounts for different sizes of equipment or options, you WILL have to list the items. If you need more space, attach sheets in the same format as this one.

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
John Deere - Full Size	75G	Current	31
John Deere - Full Size	85G	Current	31
John Deere - Full Size	130G FT4	Current	33
John Deere - Full Size	135G FT4	Current	33
John Deere - Full Size	160G LC FT4	Current	35
John Deere - Full Size	200G LC FT4	Current	36
John Deere - Full Size	210G LC FT4	Current	36
John Deere - Full Size	245G LC FT4	Current	33
John Deere - Full Size	250G LC FT4	Current	34
John Deere - Full Size	300G LCFT4	Current	34
John Deere - Full Size	345G LC FT4	Current	28
John Deere - Full Size	350G LC FT4	Current	35
John Deere - Full Size	380G LC FT4	Current	35
John Deere - Full Size	470G LC FT4	Current	38
John Deere - Compact	17G	Current	27
John Deere - Compact	26G	Current	27
John Deere - Compact	30G	Current	27
John Deere - Compact	35G	Current	27
John Deere - Compact	50G	Current	27
John Deere - Compact	60G	Current	27
Attachments/Accessories: <u> 20 </u> % Only applies to field kits (AT/KV...) sold w/machine and WorksitePro Attachments that can be sold separately.			
Options: <u> > </u> % (same discount as machine, 9XXX codes only) Trade-ins: <u> X </u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u> > </u> % (In addition to the equipment discount) based on <u> > </u> Units (Base Machines) purchased. (5-7 units 1%, 8-14 units 2%, 15-30 units 3%)			

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 07/30/20
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

CONTRACT NUMBER
15238 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 11, 2020 THROUGH APRIL 10, 2021

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of April 11, 2020 through April 10, 2021 with the option to renew for three (3) additional one (1) year periods per the terms, conditions and specifications of the "Request for Proposal".

Payment Terms: Net 45 Days

The Purchase Order must include the State of Nebraska Contract # 15238 OC and John Deere Construction (JDCRS) Master Price Agreement # OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>, Once there enter the zip code and select either "Construction" or "Compact Construction" .

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/John Deere Construction Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/John Deere Construction (JDCRS) Participating Addendum for Nebraska became effective on December 20, 2019).

Contact: Mark Deakyne, Supplier Sales Account Mgr.
Phone: 309-765-0294
Cell: 309-831-6410
Email: DeakyneMarkR@JohnDeere.com

Contact: Richard Murga, Supplier Contract Administrator
Phone: 309-765-0260
Email: MurgaRichard@JohnDeere.com

This is the first renewal of the contract as amended. (07/30/20 ml)

Christie Kelly, by FMS 8-4-20

BUYER
8/5/2020
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 2 of 2		ORDER DATE 07/30/20	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 501708			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	500,000.0000	\$	1.0000

CK by BMS

BUYER INITIALS

R43500|NISC0001|NISC0001
20150901

**State of Nebraska
PARTICIPATING ADDENDUM
AMENDMENT**

(Hereinafter "Amendment")

Amendment One (1)

**NASPO ValuePoint Contract Number #MA OK-SW-0192 Construction Equipment
Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT**

John Deere Construction Retail Sales
(Hereinafter "Contractor")

And

The State of Nebraska
(Hereinafter "Participating State/Entity")

Page 1 of 2

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and John Deere Construction Retail Sales (Contractor).

WHEREAS, the Lead State Oklahoma has a Contract with the Contractor identified as Contract Number MA OK-SW-O192 to provide Construction Equipment for use by State Agencies and other entities. The State has entered into a Participating Addendum with the Contractor identified as 15238 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective April 11, 2020:

1. **CHANGES**: The purpose of this Amendment One (1) is as follows:

- a. Contract term is extended from April 11, 2020 thru April 10, 2021.

**State of Nebraska
PARTICIPATING ADDENDUM
AMENDMENT**

(Hereinafter "Amendment")

Amendment One (1)

**NASPO ValuePoint Contract Number #MA OK-SW-0192 Construction Equipment
Administered by the State of Oklahoma (hereinafter "Lead State")
MASTER AGREEMENT**

John Deere Construction Retail Sales
(Hereinafter "Contractor")

And

The State of Nebraska
(Hereinafter "Participating State/Entity")

Page 2 of 2

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: Nebraska	Contractor: John Deere Construction Retail Sales
Signature: 	Signature: 
Name: Douglas D. Carlson	Name: Richard Murga
Title: DAS Materiel Administrator	Title: Contract Administrator
Date: 8/5/2020	Date: 05 August 2020

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 1 of 2	ORDER DATE 12/18/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 20, 2019 THROUGH APRIL 10, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of December 20, 2019 through April 10, 2020 with the option to renew for four (4) additional one (1) year periods per the terms, conditions and specifications of the "Request for Proposal".

Payment Terms: Net 45 Days

The Purchase Order must include the State of Nebraska Contract # 15238 OC and John Deere Construction (JDCRS) Master Price Agreement # OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>, Once there enter the zip code and select either "Construction" or "Compact Construction".

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/John Deere Construction Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/John Deere Construction (JDCRS) Participating Addendum for Nebraska became effective on December 20, 2019).

Contact: Mark Deakyne, Supplier Sales Account Mgr.
Phone: 309-765-0294
Cell: 309-831-6410
Email: DeakyneMarkR@JohnDeere.com

Contact: Richard Murga, Supplier Contract Administrator
Phone: 309-765-0260
Email: MurgaRichard@JohnDeere.com

(mel 12/18/19)

12/19/19
pc
Christina Kelly 12/19/19
BUYER
M. Murga 12/20/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 2 of 2		ORDER DATE 12/18/19	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 501708			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	500,000.0000	\$	1.0000



Handwritten signature in blue ink, appearing to be 'CK'.

BUYER INITIALS

15238 OC, OK-SW-192: Contract Instructions

CONSTRUCTION EQUIPMENT

Contract Summary:

This is a Nebraska Statewide Contract in participation with the NASPO ValuePoint National Cooperative Contract for the purchase of John Deere Construction Equipment.

Twelve machine categories with eighty plus models are offered (backhoes, graders, loaders...). General machine information may be found at the following link:

www.deere.com/en/construction/

Participation is open to state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.)

Contract Manager/Email:

Christie Kelly / christina.kelly@nebraska.gov

Order Instructions:

1. Request a Quote:

Contact the local dealer for machine configuration assistance. The local dealer will contact the corporate account manager (noted below) for a formal quote. The account manager then returns the formal quote to the dealer for review and distribution to customer.

2. Price Lists:

Price lists are not publicly posted. Current models and discounts are posted at www.naspovaluepoint.org

3. Purchase Orders:

Purchase Order(s) are to be made out to John Deere Construction Retail Sales only and emailed to the Vendor's Sales Account Manager (contact information below).

4. List of distributors:

Current list of local dealers may be found at the following link:

<https://dealerlocator.deere.com/servlet/country=us>

Once there enter the zip code and select either "Construction" or "Compact Construction".

5. Payments:

Payments are only to be made to John Deere Construction Retail Sales as invoiced.

Vendor Contact information:

Contact: Mark Deakyne, Supplier Sales Account Mgr.
Phone: 309-765-0294
Cell: 309-831-6410
Email: DeakyneMarkR@JohnDeere.com

Contact: Richard Murga, Supplier Contract Administrator
Phone: 309-765-0260
Email: MurgaRichard@JohnDeere.com

ATTACHMENT C-2
WHEEL LOADERS

John Deere Construction Retail Sales/RFP: OK-SW-192

4/11/2019

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
John Deere - Full Size	444K	1-Nov-2018	38
John Deere - Full Size	524L	6-Nov-2018	39
John Deere - Full Size	544L	6-Nov-2018	38
John Deere - Full Size	624L	6-Nov-2018	37
John Deere - Full Size	644K	1-Nov-2018	38
John Deere - Full Size	644K Hybrid	1-Nov-2018	38
John Deere - Full Size	724K	1-Nov-2018	39
John Deere - Full Size	744K II	1-Nov-2018	38
John Deere - Full Size	824K II	1-Nov-2018	38
John Deere - Full Size	844K III	1-Nov-2018	38
John Deere - Full Size	844K III Aggregate Handler	1-Nov-2018	37
John Deere - Compact	204L	7-Nov-2018	27
John Deere - Compact	244L	15-Nov-2018	27
John Deere - Compact	304L	7-Nov-2018	27
John Deere - Compact	324L	15-Nov-2018	27
John Deere - Compact	344L	7-Nov-2018	27
Attachments/Accessories: <u> 20 </u> % Only applies to field kits (AT/KV...) sold w/machine and WorksitePro Attachments that can be sold separately.			
Options: <u> > </u> % (same discount as machine, 9XXX codes only) Trade-ins: <u> X </u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u> > </u> % (In addition to the equipment discount) based on <u> > </u> Units (Base Machines) purchased. (5-7 units 1%, 8-14 units 2%, 15-30 units 3%)			

ATTACHMENT C-8
TRACK EXCAVATORS

John Deere Construction Retail Sales/RFP: OK-SW-192

4/11/2019

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
John Deere - Full Size	75G	16-Nov-18	31
John Deere - Full Size	85G	16-Nov-18	31
John Deere - Full Size	130G FT4	16-Nov-18	33
John Deere - Full Size	135G FT4	16-Nov-18	33
John Deere - Full Size	160G LC FT4	16-Nov-18	36
John Deere - Full Size	180G LC FT4	16-Nov-18	36
John Deere - Full Size	210G LC FT4	16-Nov-18	36
John Deere - Full Size	245G LC FT4	16-Nov-18	34
John Deere - Full Size	250G LC FT4	16-Nov-18	34
John Deere - Full Size	300G LCFT4	16-Nov-18	35
John Deere - Full Size	345G LC FT4	16-Nov-18	29
John Deere - Full Size	350G LC FT4	16-Nov-18	36
John Deere - Full Size	380G LC FT4	16-Nov-18	36
John Deere - Full Size	470G LC FT4	16-Nov-18	39
John Deere - Compact	17G	16-Nov-18	28
John Deere - Compact	26G	16-Nov-18	28
John Deere - Compact	30G	16-Nov-18	28
John Deere - Compact	35G	16-Nov-18	28
John Deere - Compact	50G	16-Nov-18	28
John Deere - Compact	60G	21-Nov-18	28
Attachments/Accessories: <u> </u> 20 <u> </u> % Only applies to field kits (AT/KV...) sold w/machine and WorksitePro Attachments that can be sold separately.			
Options: <u> </u> > <u> </u> % (same discount as machine, 9XXX codes only) Trade-ins: <u> </u> X <u> </u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u> </u> > <u> </u> % (In addition to the equipment discount) based on <u> </u> > <u> </u> Units (Base Machines) purchased. (5-7 units 1%, 8-14 units 2%, 15-30 units 3%)			



CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

Master Agreement #: OK-SW-192

Contractor: **JOHN DEERE CONSTRUCTION RETAIL SALES**

Participating Entity: **STATE OF NEBRASKA**

The following products or services are included in this contract portfolio:

- Construction Equipment

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Construction Equipment led by the State of Oklahoma for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Nebraska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The initial term of this Master Agreement is one (1) year with an option to renew for up to four (4) additional one (1) year periods. Renewal options are at the Lead State's discretion upon review of requirements of Participating Entities, current market conditions and Contractor performance.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor Contacts

Name:	Richard Murga, Contract Administrator
Address:	1515 5 th Avenue Moline, IL 61265
Telephone:	309-765-0260
Email:	MurgaRichard@JohnDeere.com

Name:	Mark Deakyne, Acct Mgr. (Sales)
Address:	1515 5 th Avenue Moline, IL 61265
Telephone:	309-765-0294
Email:	DeakyneMarkR@JohnDeere.com



CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

Participating Entity

Name:	Christie Kelly, Buyer
Address:	1526 K Street, Suite 130
Telephone:	402-471-6500
Fax:	402-471-2089
Email:	christina.kelly@nebraska.gov

TERMS AND CONDITIONS

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE /PARTICIPATING ADDENDUM IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, and authorize others to use the documents, or otherwise use the Participating Addendum or other documents received with regard to the Participating Addendum. Contractor specifically waives any copyright or other protection the Participating Addendum or other documents may have. This reservation and waiver is a prerequisite for entering into this Participating Addendum.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Participating Addendum or documents.



CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

I. GENERAL

A. NEGOTIATIONS

Supplier is expected to read the Terms and Conditions and either accept or provide alternative language for each clause using "Track Changes". The Supplier should also provide an explanation of why the Supplier provided alternate language using "Comments". The State reserves the right to negotiate proposed alternative language. If the State and Supplier fail to agree on the final Terms and Conditions, the State reserves the right to withdraw the offer.

The Supplier should submit any license, user agreement, service level agreement, or similar documents that the Supplier wants incorporated in the Participating Addendum. The Supplier must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted prior to signing the Participating Addendum. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the documents are negotiated and agreed to, the documents shall be interpreted as follows:

- If only one (1) Party's document has a particular clause then that clause shall control;
- If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together; and,
- If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

B. DOCUMENTS/ORDER OF PRECEDENCE

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Master Agreement
3. Amendments/Addendums.
4. The Solicitation
5. Contractor's Response to the Solicitation

These documents constitute the entirety of the Participating Addendum.

By incorporation of the Master Agreement in the Participating Addendum, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future Participating Addendum amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Master Agreement with the most recent dated amendment having the highest priority, 2) executed Participating Addendum and any attached Addenda, 3) executed Master Agreement and any Addendum, 4) Statement of Work, 5) the Solicitation, and 6) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established in the State of Nebraska.

CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

C. NOTIFICATION

Contractor and State shall identify the Participating Addendum manager who shall serve as the point of contact for the executed Participating Addendum.

Communications regarding the executed Participating Addendum shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

D. GOVERNING LAW

Notwithstanding any other provision of this Participating Addendum, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

1. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

2. SELF-INSURANCE

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. § 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

3. ATTORNEY GENERAL'S AUTHORITY

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

F. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event, funding is no longer available.

G. PARTICIPATING ADDENDUM CLOSEOUT

Upon termination of the Participating Addendum for any reason, the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by Participating Addendum or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this Participating Addendum;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this Participating Addendum;
6. Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

II. CONTRACTOR DUTIES

A. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Participating Addendum terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any Participating Addendum resulting from this ITB.

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act, which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Participating Addendum.

CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

E. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this Participating Addendum.

The State shall own and hold exclusive title to any deliverable developed as a result of this Participating Addendum. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. CONFLICT OF INTEREST

Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity, which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

H. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property, which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

I. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

J. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.



- L. **DRUG POLICY**
Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 73-501 through 73-509 says "payments shall be made when contractual deliverables are received or in accordance with specific contractual terms and conditions." Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.

Neb. Rev. Stat. §§ 73-501 through 73-509 states, " . . . payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment, which may be installed in a state-owned facility, is the responsibility of the Contractor.

C. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

D. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work, which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.



CONSTRUCTION EQUIPMENT
 Led by the State of Oklahoma

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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

Participating Entity:	Contractor:
Signature: 	<u>John Deere Construction Retail Sales</u>
Name: <u>Douglas D Carlson</u>	Signature: 
Title: <u>Material Administrator</u>	Name: <u>Richard Murga</u>
Date: <u>12/20/19</u>	Title: <u>Contract Administrator</u>
	Date: <u>4 Oct 2019</u>

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM



CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate databases.]



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 04/11/2018

Statewide Contract #: SW0192

Contract Title: Construction Equipment

Addendum Date: 04/01/2019

Addendum #: One (1)

This addendum is issued to renew this statewide contract for the contract period of April 11, 2019 through April 10, 2020 for the following suppliers:

Case Construction
621 State Street
Racine, WI 53402
Tony Simpson; (262)636-6576
Tony.Simpson@CASEce.com
Vendor ID# 0000325256
Contract # 0-5244

Caterpillar, Inc.
100 NE Adams Street
Peoria, IL 61629
Patty Redpath; (309)494-4578
Patty_Redpath@cat.com
Vendor ID# 0000000000
Contract # 0-0000

Clark Equipment Company
75 Remittance Dr. Ste.1130
Chicago, IL 60675
Jesse Rheault; (701)241-8759
Jesse.Rheault@doosan.com
Vendor ID# 0000281099
Contract # 0-5296

John Deere Construction Retail
Sales
1515 5th Avenue
Moline, IL 61265
Richard Murga; (309)765-0260
murgarichard@johndeere.com
Vendor ID# 0000253425
Contract # 0-5273

New Holland Corporate North
America
500 Diller Avenue
New Holland, PA 17557
Wayne Crow; (717)355-1683
Wayne.Crow@newholland.com
Vendor ID# 0000325256
Contract # 0-5244



**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT
CONSTRUCTION EQUIPMENT INCLUDING EQUIPMENT AND
WARRANTY WORK WITH REPLACEMENT PARTS**

Office of Management and Enterprise Services

Central Purchasing Division

5005 North Lincoln Boulevard

Oklahoma City, OK 73105

And

John Deere Construction Retail Sales


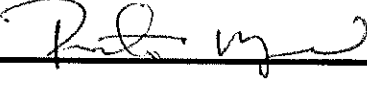
1515 5th Avenue

Moline, IL 61265

Master Agreement Number: OK-SW-192

The Contractor identified below is hereby notified that a contract is being awarded to the Contractor in connection with Solicitation No. OK-SW192, issued May 25, 2017.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Master Agreement to be duly executed and agree to terms contained herein.

STATE OF OKLAHOMA	CONTRACTOR
Ferris J. Barger, State Purchasing Director By: 	John Deere Construction Retail Sales By: 
Date: 25 May 2018	Date: 25 MAY 2018
State Purchasing Director	Title: CONTRACT ADMINISTRATOR

**The person signing for Contractor hereby swears and affirms that he or she is authorized to act on Contractor's behalf and acknowledges that the Lead State is relying on his or her representations to that effect.*

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OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

SUMMARY

1. **Scope of Work Defined.** The purpose of this Master Agreement is to memorialize terms of the contract under which catalog discount options are provided for construction equipment and warranty work with replacement parts for all Participating Entities in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The objective is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.
2. **Categories of Products Offered.** This Master Agreement will offer the following categories of products: Construction Equipment and Warranty Work with Replacement Parts.
3. **Contract Documents and Master Agreement Order of Precedence.** Any Order placed under this Master Agreement is governed by and subject to the following contract documents, the terms of which are hereby incorporated:
 - A. Participating Entity's Participating Addendum ("PA");
 - B. Oklahoma NASPO ValuePoint Master Agreement;
 - i. Summary;
 - ii. General Terms, Conditions, and Instructions;
 - iii. Exhibit A, NASPO ValuePoint Terms and Conditions;
 - iv. Exhibit B, Scope of Work; and
 - v. Exhibit C, Price and Cost Proposal.
 - C. A Purchase Order issued against the Master Agreement;
 - D. Request for Proposal; and
 - E. Exhibit D, Contractor's Terms and Conditions Contained In Contractor's Response As Revised And Accepted By The Lead State.

These documents shall be read to be consistent and complementary. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and attached to this Master Agreement at Exhibit D; however, any conflict among contract documents shall be resolved by giving priority to documents in the order listed above.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **Period of Performance.** The initial term of this Master Agreement is 1 (one) year with an option to renew for up to four (4) additional one-year periods. Renewal options are at the Lead State's discretion upon review of requirements of Participating Entities, current market conditions and Contractor performance.
2. **Contract Administrator.** The Lead State Contract Administrator identified below is the single point of contact in connection with this Master Agreement and all questions concerning the procurement process, contractual requirements, changes and any other questions that may arise related to this Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, OMES Central Purchasing is:

Jennifer McCaulla, Statewide Initiatives Lead
State of Oklahoma, OMES Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105
jennifer.mccaulla@omes.ok.gov
Phone: 405/521-4772
3. **Authorized Users.** Any Purchasing Entity, as defined herein, may make acquisitions under this Master Agreement.
4. **Certification of Non-Debarment.** Contractor certifies to the best of its knowledge and belief, that the Contractor and its principals or participants:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above this certification; and
 - D. Have not with a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

5. **Insurance.** The Contractor agrees to maintain insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of Exhibit A, the NASPO ValuePoint Terms and Conditions.

6. **Governing Laws and Regulations.** The construction and effect of this Master Agreement is governed by the laws of the state of Oklahoma and venue for any claims or administrative or judicial action relating to such construction and effect including, but not limited to, the procurement process, evaluation and award shall be in Oklahoma County, Oklahoma.

The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Terms and Conditions of this Exhibit.

7. **Cost, Prices, and Rates.** Prices and rates shall include all anticipated charges including, but not limited to, standard freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Contractor's performance. Any travel costs must be included in the cost of the products and services offered under this Master Agreement. No line item billing for travel will be allowed under this Master Agreement.

Pricing will remain fixed for the initial term of this Master Agreement, which is one year. Any request for price or rate adjustment following the initial Master Agreement term is subject to pre-approval of the Lead State and shall be subject to other applicable restrictions with respect to the frequency or amount of such adjustment. Additional terms related to pricing are set forth in Exhibit A, Section 11.

8. **Oklahoma Open Records Act.** This Master Agreement and all proposal and other materials submitted in response to Request For Proposal SW#192 are the property of the State of Oklahoma and subject to the Oklahoma Open Records Act.

9. **Changes in Contractor Company Status, Equipment or Contact.** The Contractor shall notify the Lead State Contract Administrator of any changes in the company status, such as mergers, sell offs and changes in the contact information of the Contractor. The Contractor may add new Products to products available under this Master Agreement subject to the prior written approval of the Lead State. The price discount may not be decreased. The Contractor shall also provide prior written notice of any discontinued products or replacement models. The Contractor shall be available at all times during normal business hours for contact from Lead State Contract Administrator.

10. **Invoices.** In addition to requirements in an applicable Participating Addendum, to ensure prompt payment, the Contractor will provide necessary training for the dealer network to make sure all invoices include the following information:

- A. Purchase order number if applicable;
- B. Make, model, and VIN number of equipment;

- C. Name of Purchasing Entity;
- D. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided;
- E. The Contractor's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered;
- F. Name of company who provided the products/services; and
- G. If requested by the Purchasing Entity for its accounting purposes, a copy of the current, dated Supplier's Price List showing the equipment price.

11. Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT A

NASPO VALUEPOINT TERMS AND CONDITIONS

1. **Master Agreement Order of Precedence.** The order of precedence of contract documents is set forth in Section 3 of the Summary above.

2. **Definitions.**
 - A. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product. Acceptance shall occur not later than thirty (30) calendar days after the date of delivery of the products to the Participating or Purchasing Entity.
 - B. **Contractor** means the person or entity delivering Products under the terms and conditions set forth in this Master Agreement.
 - C. **Embedded Software** means one or more software applications which permanently reside on a computing device.
 - D. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
 - E. **Lead State** means the State centrally administering any resulting Master Agreement(s).
 - F. **Master Agreement** means this agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
 - G. **NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
 - H. **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- I. **Participating Addendum** means a bilateral agreement executed by the Contractor and a Participating Entity incorporating this Master Agreement and any other terms and conditions, e.g. ordering procedures, specific to the Participating Entity.
- J. **Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- K. **Product** means any equipment, software (including Embedded Software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
- L. **Purchasing Entity** means a state government (as well as the District of Columbia and U.S. territories) including a department, agency, institution and similar governmental entity thereof, an institution of higher education, city, county, district, or other political subdivision of a state and other eligible entities, subject to approval of the individual state procurement director and compliance with statutory and regulatory requirements,, that issues a Purchase Order and becomes financially committed to the purchase.
- M. **Resale** means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services.

3. **Intentionally Omitted.**

4. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. **Participants and Scope.**

- A. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms of this Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by a Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Purchase Order) used by the Purchasing Entity to place the Order.

- B.** Use of this Master Agreement by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- C.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of a Participating Entity are limited to the Orders placed by departments or other state agencies and institutions having available funds. A Participating Entity incurs no financial obligations on behalf of any Purchasing Entity. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- D.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- E.** A Participating Addendum shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- F.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; the Participating Entity must ensure it has the requisite procurement authority to execute a Participating Addendum.
- G.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not participate in the Resale of Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing

Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees.

- A.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) 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. This fee is to be included as part of the pricing submitted with proposal.
- B.** Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports. Within fifteen (15) days of execution of this Master Agreement, Contractor shall identify the person responsible for providing the mandatory usage reports. If the person providing the usage reports changes, Contractor will promptly notify the Lead State and NASPO ValuePoint.

In addition to other reports that may be required, the Contractor shall provide the following NASPO ValuePoint reports:

- A.** Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. 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).
- B.** Detailed Sales Data. Contractor shall also report detailed sales data by:
 - i.** state;
 - ii.** entity/customer type, e.g. local government, higher education, K12, non-profit;
 - iii.** Purchasing Entity name;

- iv. Purchasing Entity bill-to and ship-to locations;
- v. Purchasing Entity and Contractor Purchase Order identifier/number(s);
- vi. Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices);
- vii. Purchase Order date;
- viii. Ship Date; and
- ix. line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is set forth at Attachment A-1 and may be amended from time to time.

C. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report

D. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

E. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review.

A. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract

administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

- B. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

- A. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- B. Contractor agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique Ordering Instructions. At a minimum, the Contractor agrees to participate in development of Ordering Instructions.
- C. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- D. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

- 10. **Right to Publish.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior written approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

- 11. **Price and Rate Guarantee Period.** All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting

the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the General Terms and Conditions, the NASPO ValuePoint Terms and Conditions, and the applicable Participating Addendum and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for its purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually and shall have no right of setoff.

13. Ordering.

- A.** Master Agreement Order and Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- B.** Purchasing Entities may define project-specific requirements and informally compete the requirement among awarded companies on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in a Participating Addendum and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which awarded Contractors are solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, considering cost and other factors.
- C.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedures and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- D.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document in compliance with the law of the Purchasing Entity.
- E.** Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- F.** All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - i.** The description and quantity of services or supplies being delivered;
 - ii.** The place and requested time of delivery;
 - iii.** A billing address;
 - iv.** The name, phone number, and address of the Purchasing Entity representative;
 - v.** The price per hour or other pricing elements consistent with this Master Agreement; and

vi. The Master Agreement identifier.

- G. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- H. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- I. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Intentionally Omitted.

15. Laws and Regulations. Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance.

- A. Where an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- B. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- C. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- D. Intentionally Omitted.
- E. Acceptance Testing is a process to ascertain that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is applicable, this subsection applies to Products, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product does not meet the standard of performance, the Purchasing Entity may, at its option:
 - i. declare Contractor to be in breach and terminate the Order;
 - ii. demand replacement Product from Contractor at no additional cost to Purchasing Entity; or
 - iii. continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to this section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.

- 17. **Payment.** Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different interest percentage is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty. Notwithstanding any other provision of the Contract, the parties agree to the following provisions concerning the Contractor's warranty. The Contractor warrants for a period of one year from the date of Acceptance that:

- A. the Product performs according to all specific claims that the Contractor made in its response to the solicitation;
- B. the Product is suitable for the ordinary purposes for which such Product is used;
- C. the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment;
- D. the Product is designed and manufactured in a commercially reasonable manner; and
- E. the Product is free of defects.

Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product (Negotiated). Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee except for subscription-based application software, i.e., JDLink telematics, which may result in costs to the transferee. In such instance, Contractor may prorate the software costs and provide a refund to the transferor or apply amounts previously paid by the transferor for the remainder of a subscription term and thereafter charge a transferee entity for the subscription.

20. License of Pre-Existing Intellectual Property (Negotiated). Except for IP rights licensed under a separate written agreement between the parties that is mutually acceptable with respect to operations manuals, service manuals, installation manuals or other documentation related to products purchased under this agreement, no intellectual property (IP) rights are licensed or transferred under this purchase agreement for any products or services purchased by the state of Oklahoma, or its agents, under this agreement. Manuals are available for purchase on standard commercial terms and conditions at Deere's online technical publications bookstore.

21. Insurance.

- A.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- B.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
- i.** Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate and
 - ii.** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- C.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur
- D.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- i.** names the Participating States identified in the Request for Proposal as additional insureds;
 - ii.** provides that written notice of cancellation shall be delivered in accordance with the policy provisions; and
 - iii.** provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- E.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement's termination or, at the sole option of any Participating Entity, the termination of any Participating Addendum.

- F. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit.

- A. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- B. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- C. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief.

- A. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to:
 - i. any Purchasing Entity's records;
 - ii. personnel records; and
 - iii. information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

- i.** is or becomes (other than by disclosure by Contractor) publicly known;
 - ii.** is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
 - iii.** is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
 - iv.** is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
 - v.** is disclosed with the written consent of Purchasing Entity; or
 - vi.** is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- B.** Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination or expiration of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- C.** Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

- D. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
24. **Public Information.** This Master Agreement and all contract documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.
25. **Assignment/Subcontracts.**
- A. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
 - B. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.
26. **Changes in Contractor Representation (Negotiated).** The Contractor will notify NASPO and the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Contractor agrees to provide replacement key personnel having sufficient education, training, and experience.
27. **Independent Contractor.** The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating Entities or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.
28. **Cancellation.** Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and Accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
29. **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by unusually severe weather, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement, and a Participating Entity may terminate a Participating Addendum, after determining such delay or default will reasonably prevent successful performance of the Master Agreement or Participating Addendum, as applicable.

30. Defaults and Remedies.

- A.** The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i.** Nonperformance of contractual requirements; or
 - ii.** A material breach of any term or condition of this Master Agreement; or
 - iii.** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - iv.** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v.** Any default specified in another section of this Master Agreement.
- B.** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- C.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- i.** Exercise any remedy provided by law; and
 - ii.** Terminate this Master Agreement and any related Contracts or portions thereof; and
 - iii.** Impose liquidated damages as provided in this Master Agreement; and
 - iv.** Suspend Contractor from being able to respond to future bid solicitations; and
 - v.** Suspend Contractor's performance; and
 - vi.** Withhold payment until the default is remedied.
- D.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights

and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in this Master Agreement shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

- 31. Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.
- 32. Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement.
- 33. Indemnification**

 - A.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
 - B.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - C.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

 - i.** Provided by the Contractor or the Contractor's subcontractor, subsidiary or affiliate;
 - ii.** Specified by the Contractor to work with the Product;

or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 36. Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 37. Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT B – SCOPE OF WORK

1. **Scope and General Information.** This Master Agreement provides a competitively bid contractual vehicle for Participating Entities to purchase construction equipment including equipment with warranty work and replacement parts. The Product line within scope of this Master Agreement and pricing offered at a “catalog discount” is set forth at Attachment C-1. Approved distributors through which a Purchasing Entity may purchase products and the distributor coverage area are set forth in Exhibit D hereto. Each Contractor shall ensure the Lead State Contract Administrator is provided with up to date information regarding the status of approved distributors. New distributors should be added by providing a replacement list of authorized distributors to the Lead State Contract Administrator. The Lead State Contract Administrator should be notified in writing, via email, of any distributors that should be removed from the list of approved distributors. Distributors may provide service nationally or locally. Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of deploying only resellers approved by the Participating Entity. The Participating Entity that chooses to exercise this option may define the process to add and remove resellers in its Participating Addendum.

2. **Motor Vehicle Licensing.** The Contractor certifies that all required Motor Vehicle Commission licenses are in place and current and copies of all such licenses, if requested, will be submitted with each Participating Addendum. Additional license requirements for Participating Entities will be addressed in each state’s Participating Addendum.

The Contractor shall maintain all required motor vehicle licensing during the term of the contract and furnish copies at any time upon request by the Lead State Contract Administrator or a Purchasing Entity. Failure to adhere to this requirement may result in termination, in whole or in part, of this Master Agreement for cause. Contracts for motor vehicles to be sold may be made only with properly licensed Motor Vehicle Dealers.

3. **Warranty and Buy Back.** The Contractor shall correct ordering errors without further cost to the Purchasing Entity.

The Contractor agrees the Products shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided therein are in addition to and do not limit any rights afforded by any other clause of this Master Agreement. A copy of the Contractor’s warranties applicable to its products is set forth at Attachment D-1 to Exhibit D. If Contractor changes its warranty with respect to a Product, Contractor shall promptly provide a replacement copy to the Lead State Contract Administrator and clarify which Products are covered by the revised warranty. Contractor also agrees to provide a copy of the warranty applicable to replacement parts purchased. All equipment warranties shall start on the later of the date of delivery or the date of Acceptance and shall be for the full term of said warranty.

The Contractor warrants that at the time of delivery, all equipment purchased under this Master Agreement will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Master Agreement.

The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work. All persons utilized in the performance of this Master Agreement shall be authorized by the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved in writing by the Purchasing Entity contact person prior to installation. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.

Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:

- A. name of Purchasing Entity and division, if applicable;
- B. make, model, and VIN of equipment; and
- C. control number of Purchasing Entity (Inventory number).

Repair facilities that will perform warranty work under this Master Agreement shall be identified as the Contractor's dealer network. As the manufacturer, the Contractor is responsible for insuring that the facilities are able to adhere to the contract requirements for warranty work performance.

Equipment that will remain in the Contractor's possession overnight and/or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any such equipment in the Contractor's possession.

In connection with replacement parts sold to a Purchasing Entity, Contractor shall provide a copy of any applicable buy-back, trade-in or exchange policy and applicable warranty at the time of purchase.

4. **Quality of Parts.** Parts associated with products available under this Master Agreement shall be name brand, nationally advertised merchandise and equivalent substitutions may only occur with the prior written approval of the Purchasing Entity. After market repair, rebuilt or remanufactured parts must be equal to or exceed Contractor's OEM specifications. Repair parts must be packaged and distributed under the respective nationally known name brands and may be required to be OEM repair parts. Contractor agrees its dealers or distributors network shall provide a complete line of OEM parts for all models of equipment available from such dealer or distributor. Preservation, packaging,

and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

5. **Delivery.** Delivery on parts is to be made within 30 calendar days and delivery of equipment shall be made within 120 calendar days after receipt of order unless other arrangements are made between the Purchasing Entity and the Contractor. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery. Some ordering entities will have the capacity to pick up equipment from the dealer.

All equipment shall be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.

Delivery shall be made in accordance with instructions on the Order from each Purchasing Entity. If there is a discrepancy between the Order and what is listed in this Master Agreement, the Contractor shall seek clarification from the Purchasing Entity and/or the Lead State Contract Administrator.

Delivery to a Purchasing Entity is to be Free On Board Destination (to the Destination stated in the Order) freight prepaid and added. Any allowable freight, shipping and handling costs and set-up fees paid by a Purchasing Entity are to be annotated on the quote/invoice as a separate line item. Quotes shall show the Contractor's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidental costs and the final price for each item delivered.

Allied and incidental items requested by a Purchasing Entity shall comply with its state or other government regulations. Allied equipment may only be sold in connection with the sale of an item within scope of this Master Agreement. Items must be clearly labeled on the Order or quote as allied.

Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the Contractor that are requested by a Purchasing Entity to complete the purchase of equipment within scope of this Master Agreement (but not to substantially convert the Product).

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT C- PRICE AND COST PROPOSAL

The pricing structure for this Master Agreement is a percentage discount off the Contractor's catalogue pricing as reflected in the attached Attachment C-1. Additional terms related to pricing are set forth in the General Terms and Conditions and Exhibits A and B of this Master Agreement.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT D - CONTRACTOR'S TERMS AND CONDITIONS CONTAINED IN CONTRACTOR'S RESPONSE AS REVISED AND ACCEPTED BY THE LEAD STATE

Approved distributors through which a Purchasing Entity may purchase Products and the distributor coverage area is located at <https://dealerlocator.deere.com/servlet/country=US>.

Product information and specifications offered by Contractor hereunder are set forth at <https://www.deere.com/en/construction/> and a customer should select machine category, model and product brochure for specific information.

The Contractor's Standard Warranty applicable to its Products is set forth at Attachment D-1. For avoidance of doubt, terms related to warranty that are set forth elsewhere in this Master Agreement shall take precedence over the Standard Warranty to the extent there is a conflict.

No other terms and conditions contained in Contractor's Bid are accepted by the Lead State for inclusion in the Contract.

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 1 of 2	ORDER DATE 12/18/19
BUSINESS UNIT 9000	BUYER CHRISTIE KELLY (AS)
VENDOR NUMBER: 501708	
VENDOR ADDRESS: JOHN DEERE SHARED SERVICES INC DBA JOHN DEERE CONSTRUCTION RETAIL SALES A DIVISION OF JOHN DEERE SHARED SERVICES 1515 5TH AVE MOLINE IL 61265-1367	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 20, 2019 THROUGH APRIL 10, 2020

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint: OK-SW-192

Contract to supply and deliver Construction Equipment to the State of Nebraska as per the attached specifications for the contract period of December 20, 2019 through April 10, 2020 with the option to renew for four (4) additional one (1) year periods per the terms, conditions and specifications of the "Request for Proposal".

Payment Terms: Net 45 Days

The Purchase Order must include the State of Nebraska Contract # 15238 OC and John Deere Construction (JDCRS) Master Price Agreement # OK-SW-192. A current list of local dealers may be found at the following link: <https://dealerlocator.deere.com/servlet/country=us>, Once there enter the zip code and select either "Construction" or "Compact Construction".

(For the File - This RFP and Contract are bid and awarded by State of Oklahoma. All backup bids, etc. are retained by the State of Oklahoma).

(For the File: The NASPO ValuePoint/John Deere Construction Master Price Agreement contract period was effective May 25, 2018. The NASPO ValuePoint/John Deere Construction (JDCRS) Participating Addendum for Nebraska became effective on December 20, 2019).

Contact: Mark Deakyne, Supplier Sales Account Mgr.
Phone: 309-765-0294
Cell: 309-831-6410
Email: DeakyneMarkR@JohnDeere.com

Contact: Richard Murga, Supplier Contract Administrator
Phone: 309-765-0260
Email: MurgaRichard@JohnDeere.com

(mel 12/18/19)

12/19/19
pc
Christina Kelly 12/19/19
BUYER
M. Murga 12/20/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15238 OC

PAGE 2 of 2		ORDER DATE 12/18/19	
BUSINESS UNIT 9000		BUYER CHRISTIE KELLY (AS)	
VENDOR NUMBER: 501708			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	CONSTRUCTION EQUIPMENT	500,000.0000	\$	1.0000



Handwritten signature in blue ink, appearing to be 'CK' or similar initials.

BUYER INITIALS

15238 OC, OK-SW-192: Contract Instructions

CONSTRUCTION EQUIPMENT

Contract Summary:

This is a Nebraska Statewide Contract in participation with the NASPO ValuePoint National Cooperative Contract for the purchase of John Deere Construction Equipment.

Twelve machine categories with eighty plus models are offered (backhoes, graders, loaders...). General machine information may be found at the following link:

www.deere.com/en/construction/

Participation is open to state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.)

Contract Manager/Email:

Christie Kelly / christina.kelly@nebraska.gov

Order Instructions:

1. Request a Quote:

Contact the local dealer for machine configuration assistance. The local dealer will contact the corporate account manager (noted below) for a formal quote. The account manager then returns the formal quote to the dealer for review and distribution to customer.

2. Price Lists:

Price lists are not publicly posted. Current models and discounts are posted at www.naspovaluepoint.org

3. Purchase Orders:

Purchase Order(s) are to be made out to John Deere Construction Retail Sales only and emailed to the Vendor's Sales Account Manager (contact information below).

4. List of distributors:

Current list of local dealers may be found at the following link:

<https://dealerlocator.deere.com/servlet/country=us>

Once there enter the zip code and select either "Construction" or "Compact Construction".

5. Payments:

Payments are only to be made to John Deere Construction Retail Sales as invoiced.

Vendor Contact information:

Contact: Mark Deakyne, Supplier Sales Account Mgr.
Phone: 309-765-0294
Cell: 309-831-6410
Email: DeakyneMarkR@JohnDeere.com

Contact: Richard Murga, Supplier Contract Administrator
Phone: 309-765-0260
Email: MurgaRichard@JohnDeere.com

ATTACHMENT C-2
WHEEL LOADERS

John Deere Construction Retail Sales/RFP: OK-SW-192

4/11/2019

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
John Deere - Full Size	444K	1-Nov-2018	38
John Deere - Full Size	524L	6-Nov-2018	39
John Deere - Full Size	544L	6-Nov-2018	38
John Deere - Full Size	624L	6-Nov-2018	37
John Deere - Full Size	644K	1-Nov-2018	38
John Deere - Full Size	644K Hybrid	1-Nov-2018	38
John Deere - Full Size	724K	1-Nov-2018	39
John Deere - Full Size	744K II	1-Nov-2018	38
John Deere - Full Size	824K II	1-Nov-2018	38
John Deere - Full Size	844K III	1-Nov-2018	38
John Deere - Full Size	844K III Aggregate Handler	1-Nov-2018	37
John Deere - Compact	204L	7-Nov-2018	27
John Deere - Compact	244L	15-Nov-2018	27
John Deere - Compact	304L	7-Nov-2018	27
John Deere - Compact	324L	15-Nov-2018	27
John Deere - Compact	344L	7-Nov-2018	27
Attachments/Accessories: <u> 20 </u> % Only applies to field kits (AT/KV...) sold w/machine and WorksitePro Attachments that can be sold separately.			
Options: <u> > </u> % (same discount as machine, 9XXX codes only) Trade-ins: <u> X </u> Available <u> </u> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <u> > </u> % (In addition to the equipment discount) based on <u> > </u> Units (Base Machines) purchased. (5-7 units 1%, 8-14 units 2%, 15-30 units 3%)			

ATTACHMENT C-8
TRACK EXCAVATORS

John Deere Construction Retail Sales/RFP: OK-SW-192

4/11/2019

Brand Name	Model	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	Percentage off discount %
John Deere - Full Size	75G	16-Nov-18	31
John Deere - Full Size	85G	16-Nov-18	31
John Deere - Full Size	130G FT4	16-Nov-18	33
John Deere - Full Size	135G FT4	16-Nov-18	33
John Deere - Full Size	160G LC FT4	16-Nov-18	36
John Deere - Full Size	180G LC FT4	16-Nov-18	36
John Deere - Full Size	210G LC FT4	16-Nov-18	36
John Deere - Full Size	245G LC FT4	16-Nov-18	34
John Deere - Full Size	250G LC FT4	16-Nov-18	34
John Deere - Full Size	300G LCFT4	16-Nov-18	35
John Deere - Full Size	345G LC FT4	16-Nov-18	29
John Deere - Full Size	350G LC FT4	16-Nov-18	36
John Deere - Full Size	380G LC FT4	16-Nov-18	36
John Deere - Full Size	470G LC FT4	16-Nov-18	39
John Deere - Compact	17G	16-Nov-18	28
John Deere - Compact	26G	16-Nov-18	28
John Deere - Compact	30G	16-Nov-18	28
John Deere - Compact	35G	16-Nov-18	28
John Deere - Compact	50G	16-Nov-18	28
John Deere - Compact	60G	21-Nov-18	28
Attachments/Accessories: <input type="checkbox"/> 20 <input type="checkbox"/> % Only applies to field kits (AT/KV...) sold w/machine and WorksitePro Attachments that can be sold separately.			
Options: <input type="checkbox"/> > <input type="checkbox"/> % (same discount as machine, 9XXX codes only) Trade-ins: <input type="checkbox"/> X <input type="checkbox"/> Available <input type="checkbox"/> Not Available (Include any special conditions on a separate sheet)			
Multiple Unit discount: <input type="checkbox"/> > <input type="checkbox"/> % (In addition to the equipment discount) based on <input type="checkbox"/> > <input type="checkbox"/> Units (Base Machines) purchased. (5-7 units 1%, 8-14 units 2%, 15-30 units 3%)			



CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

Master Agreement #: OK-SW-192

Contractor: **JOHN DEERE CONSTRUCTION RETAIL SALES**

Participating Entity: **STATE OF NEBRASKA**

The following products or services are included in this contract portfolio:

- Construction Equipment

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Construction Equipment led by the State of Oklahoma for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Nebraska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

The initial term of this Master Agreement is one (1) year with an option to renew for up to four (4) additional one (1) year periods. Renewal options are at the Lead State's discretion upon review of requirements of Participating Entities, current market conditions and Contractor performance.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor Contacts

Name:	Richard Murga, Contract Administrator
Address:	1515 5 th Avenue Moline, IL 61265
Telephone:	309-765-0260
Email:	MurgaRichard@JohnDeere.com

Name:	Mark Deakyne, Acct Mgr. (Sales)
Address:	1515 5 th Avenue Moline, IL 61265
Telephone:	309-765-0294
Email:	DeakyneMarkR@JohnDeere.com



CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

Participating Entity

Name:	Christie Kelly, Buyer
Address:	1526 K Street, Suite 130
Telephone:	402-471-6500
Fax:	402-471-2089
Email:	christina.kelly@nebraska.gov

TERMS AND CONDITIONS

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

<https://statecontracts.nebraska.gov/>

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) **THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE /PARTICIPATING ADDENDUM IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)). The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, and authorize others to use the documents, or otherwise use the Participating Addendum or other documents received with regard to the Participating Addendum. Contractor specifically waives any copyright or other protection the Participating Addendum or other documents may have. This reservation and waiver is a prerequisite for entering into this Participating Addendum.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Participating Addendum or documents.



CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

I. GENERAL

A. NEGOTIATIONS

Supplier is expected to read the Terms and Conditions and either accept or provide alternative language for each clause using "Track Changes". The Supplier should also provide an explanation of why the Supplier provided alternate language using "Comments". The State reserves the right to negotiate proposed alternative language. If the State and Supplier fail to agree on the final Terms and Conditions, the State reserves the right to withdraw the offer.

The Supplier should submit any license, user agreement, service level agreement, or similar documents that the Supplier wants incorporated in the Participating Addendum. The Supplier must submit a copy of these documents in an editable Word format. The State will not consider incorporation of any document not submitted prior to signing the Participating Addendum. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the documents are negotiated and agreed to, the documents shall be interpreted as follows:

- If only one (1) Party's document has a particular clause then that clause shall control;
- If both Party's documents have a similar clause, but the clauses do not conflict, the clauses shall be read together; and,
- If both Party's documents have a similar clause, but the clauses conflict, the State's clause shall control.

B. DOCUMENTS/ORDER OF PRECEDENCE

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum
2. Master Agreement
3. Amendments/Addendums.
4. The Solicitation
5. Contractor's Response to the Solicitation

These documents constitute the entirety of the Participating Addendum.

By incorporation of the Master Agreement in the Participating Addendum, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Participating Addendum.

Unless otherwise specifically stated in a future Participating Addendum amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Master Agreement with the most recent dated amendment having the highest priority, 2) executed Participating Addendum and any attached Addenda, 3) executed Master Agreement and any Addendum, 4) Statement of Work, 5) the Solicitation, and 6) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established in the State of Nebraska.

CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

C. NOTIFICATION

Contractor and State shall identify the Participating Addendum manager who shall serve as the point of contact for the executed Participating Addendum.

Communications regarding the executed Participating Addendum shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

D. GOVERNING LAW

Notwithstanding any other provision of this Participating Addendum, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

1. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

2. SELF-INSURANCE

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. § 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

3. ATTORNEY GENERAL'S AUTHORITY

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

F. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, at its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event, funding is no longer available.

G. PARTICIPATING ADDENDUM CLOSEOUT

Upon termination of the Participating Addendum for any reason, the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by Participating Addendum or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this Participating Addendum;
5. Cooperate with any successor contractor, person or entity with the transfer of information or data related to this Participating Addendum;
6. Return or vacate any state owned real or personal property.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

II. CONTRACTOR DUTIES

A. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the DAS website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the ITB response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Participating Addendum terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any Participating Addendum resulting from this ITB.

D. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act, which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Participating Addendum.

CONSTRUCTION EQUIPMENT

Led by the State of Oklahoma

E. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this Participating Addendum.

The State shall own and hold exclusive title to any deliverable developed as a result of this Participating Addendum. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. CONFLICT OF INTEREST

Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity, which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

H. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property, which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

I. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

J. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.



L. **DRUG POLICY**

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 73-501 through 73-509 says "payments shall be made when contractual deliverables are received or in accordance with specific contractual terms and conditions." Standard term is to pay after deliverables and that any alteration of that standard term should be carefully considered and used only when absolutely necessary to accommodate certain critical exceptions, i.e. insurance premiums, etc. that must be paid in advance.

Neb. Rev. Stat. §§ 73-501 through 73-509 states, " . . . payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment, which may be installed in a state-owned facility, is the responsibility of the Contractor.

C. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the vendor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

D. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work, which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.



CONSTRUCTION EQUIPMENT
 Led by the State of Oklahoma

G. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds three percent (3%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

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

Participating Entity:	Contractor:
Signature: 	<u>John Deere Construction Retail Sales</u>
Name: <u>Douglas D Carlson</u>	Signature: 
Title: <u>Material Administrator</u>	Name: <u>Richard Murga</u>
Date: <u>12/20/19</u>	Title: <u>Contract Administrator</u>
	Date: <u>4 Oct 2019</u>

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM



CONSTRUCTION EQUIPMENT
Led by the State of Oklahoma

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Tim Hay
Telephone:	503-428-5705
Email:	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate databases.]



Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 04/11/2018

Statewide Contract #: SW0192

Contract Title: Construction Equipment

Addendum Date: 04/01/2019

Addendum #: One (1)

This addendum is issued to renew this statewide contract for the contract period of April 11, 2019 through April 10, 2020 for the following suppliers:

Case Construction
621 State Street
Racine, WI 53402
Tony Simpson; (262)636-6576
Tony.Simpson@CASEce.com
Vendor ID# 0000325256
Contract # 0-5244

Caterpillar, Inc.
100 NE Adams Street
Peoria, IL 61629
Patty Redpath; (309)494-4578
Patty_Redpath@cat.com
Vendor ID# 0000000000
Contract # 0-0000

Clark Equipment Company
75 Remittance Dr. Ste.1130
Chicago, IL 60675
Jesse Rheault; (701)241-8759
Jesse.Rheault@doosan.com
Vendor ID# 0000281099
Contract # 0-5296

John Deere Construction Retail
Sales
1515 5th Avenue
Moline, IL 61265
Richard Murga; (309)765-0260
murgarichard@johndeere.com
Vendor ID# 0000253425
Contract # 0-5273

New Holland Corporate North
America
500 Diller Avenue
New Holland, PA 17557
Wayne Crow; (717)355-1683
Wayne.Crow@newholland.com
Vendor ID# 0000325256
Contract # 0-5244



**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT
CONSTRUCTION EQUIPMENT INCLUDING EQUIPMENT AND
WARRANTY WORK WITH REPLACEMENT PARTS**

Office of Management and Enterprise Services

Central Purchasing Division

5005 North Lincoln Boulevard

Oklahoma City, OK 73105

And

John Deere Construction Retail Sales


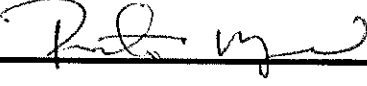
1515 5th Avenue

Moline, IL 61265

Master Agreement Number: OK-SW-192

The Contractor identified below is hereby notified that a contract is being awarded to the Contractor in connection with Solicitation No. OK-SW192, issued May 25, 2017.

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Master Agreement to be duly executed and agree to terms contained herein.

STATE OF OKLAHOMA	CONTRACTOR
Ferris J. Barger, State Purchasing Director By: 	John Deere Construction Retail Sales By: 
Date: 25 May 2018	Date: 25 MAY 2018
State Purchasing Director	Title: CONTRACT ADMINISTRATOR

**The person signing for Contractor hereby swears and affirms that he or she is authorized to act on Contractor's behalf and acknowledges that the Lead State is relying on his or her representations to that effect.*

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OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

SUMMARY

1. **Scope of Work Defined.** The purpose of this Master Agreement is to memorialize terms of the contract under which catalog discount options are provided for construction equipment and warranty work with replacement parts for all Participating Entities in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The objective is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.
2. **Categories of Products Offered.** This Master Agreement will offer the following categories of products: Construction Equipment and Warranty Work with Replacement Parts.
3. **Contract Documents and Master Agreement Order of Precedence.** Any Order placed under this Master Agreement is governed by and subject to the following contract documents, the terms of which are hereby incorporated:
 - A. Participating Entity's Participating Addendum ("PA");
 - B. Oklahoma NASPO ValuePoint Master Agreement;
 - i. Summary;
 - ii. General Terms, Conditions, and Instructions;
 - iii. Exhibit A, NASPO ValuePoint Terms and Conditions;
 - iv. Exhibit B, Scope of Work; and
 - v. Exhibit C, Price and Cost Proposal.
 - C. A Purchase Order issued against the Master Agreement;
 - D. Request for Proposal; and
 - E. Exhibit D, Contractor's Terms and Conditions Contained In Contractor's Response As Revised And Accepted By The Lead State.

These documents shall be read to be consistent and complementary. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and attached to this Master Agreement at Exhibit D; however, any conflict among contract documents shall be resolved by giving priority to documents in the order listed above.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **Period of Performance.** The initial term of this Master Agreement is 1 (one) year with an option to renew for up to four (4) additional one-year periods. Renewal options are at the Lead State's discretion upon review of requirements of Participating Entities, current market conditions and Contractor performance.
2. **Contract Administrator.** The Lead State Contract Administrator identified below is the single point of contact in connection with this Master Agreement and all questions concerning the procurement process, contractual requirements, changes and any other questions that may arise related to this Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, OMES Central Purchasing is:

Jennifer McCaulla, Statewide Initiatives Lead
State of Oklahoma, OMES Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105
jennifer.mccaulla@omes.ok.gov
Phone: 405/521-4772
3. **Authorized Users.** Any Purchasing Entity, as defined herein, may make acquisitions under this Master Agreement.
4. **Certification of Non-Debarment.** Contractor certifies to the best of its knowledge and belief, that the Contractor and its principals or participants:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses listed above this certification; and
 - D. Have not with a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

5. **Insurance.** The Contractor agrees to maintain insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of Exhibit A, the NASPO ValuePoint Terms and Conditions.

6. **Governing Laws and Regulations.** The construction and effect of this Master Agreement is governed by the laws of the state of Oklahoma and venue for any claims or administrative or judicial action relating to such construction and effect including, but not limited to, the procurement process, evaluation and award shall be in Oklahoma County, Oklahoma.

The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Terms and Conditions of this Exhibit.

7. **Cost, Prices, and Rates.** Prices and rates shall include all anticipated charges including, but not limited to, standard freight and delivery, cost of materials and product, transaction fees, overhead, profits, and other costs and expenses incidental to the Contractor's performance. Any travel costs must be included in the cost of the products and services offered under this Master Agreement. No line item billing for travel will be allowed under this Master Agreement.

Pricing will remain fixed for the initial term of this Master Agreement, which is one year. Any request for price or rate adjustment following the initial Master Agreement term is subject to pre-approval of the Lead State and shall be subject to other applicable restrictions with respect to the frequency or amount of such adjustment. Additional terms related to pricing are set forth in Exhibit A, Section 11.

8. **Oklahoma Open Records Act.** This Master Agreement and all proposal and other materials submitted in response to Request For Proposal SW#192 are the property of the State of Oklahoma and subject to the Oklahoma Open Records Act.

9. **Changes in Contractor Company Status, Equipment or Contact.** The Contractor shall notify the Lead State Contract Administrator of any changes in the company status, such as mergers, sell offs and changes in the contact information of the Contractor. The Contractor may add new Products to products available under this Master Agreement subject to the prior written approval of the Lead State. The price discount may not be decreased. The Contractor shall also provide prior written notice of any discontinued products or replacement models. The Contractor shall be available at all times during normal business hours for contact from Lead State Contract Administrator.

10. **Invoices.** In addition to requirements in an applicable Participating Addendum, to ensure prompt payment, the Contractor will provide necessary training for the dealer network to make sure all invoices include the following information:

- A. Purchase order number if applicable;
- B. Make, model, and VIN number of equipment;

- C. Name of Purchasing Entity;
- D. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided;
- E. The Contractor's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered;
- F. Name of company who provided the products/services; and
- G. If requested by the Purchasing Entity for its accounting purposes, a copy of the current, dated Supplier's Price List showing the equipment price.

11. Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT A

NASPO VALUEPOINT TERMS AND CONDITIONS

1. **Master Agreement Order of Precedence.** The order of precedence of contract documents is set forth in Section 3 of the Summary above.

2. **Definitions.**
 - A. **Acceptance** is defined by the applicable commercial code, except Acceptance shall not occur before the completion of delivery in accordance with the Order, installation if required, and a reasonable time for inspection of the Product. Acceptance shall occur not later than thirty (30) calendar days after the date of delivery of the products to the Participating or Purchasing Entity.
 - B. **Contractor** means the person or entity delivering Products under the terms and conditions set forth in this Master Agreement.
 - C. **Embedded Software** means one or more software applications which permanently reside on a computing device.
 - D. **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
 - E. **Lead State** means the State centrally administering any resulting Master Agreement(s).
 - F. **Master Agreement** means this agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.
 - G. **NASPO ValuePoint** is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c) (3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
 - H. **Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

- I. **Participating Addendum** means a bilateral agreement executed by the Contractor and a Participating Entity incorporating this Master Agreement and any other terms and conditions, e.g. ordering procedures, specific to the Participating Entity.
- J. **Participating Entity** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- K. **Product** means any equipment, software (including Embedded Software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.
- L. **Purchasing Entity** means a state government (as well as the District of Columbia and U.S. territories) including a department, agency, institution and similar governmental entity thereof, an institution of higher education, city, county, district, or other political subdivision of a state and other eligible entities, subject to approval of the individual state procurement director and compliance with statutory and regulatory requirements,, that issues a Purchase Order and becomes financially committed to the purchase.
- M. **Resale** means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services.

3. **Intentionally Omitted.**

4. **Amendments.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

5. **Participants and Scope.**

- A. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The terms of this Master Agreement are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by a Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. Purchase Order) used by the Purchasing Entity to place the Order.

- B.** Use of this Master Agreement by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- C.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of a Participating Entity are limited to the Orders placed by departments or other state agencies and institutions having available funds. A Participating Entity incurs no financial obligations on behalf of any Purchasing Entity. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.
- D.** NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- E.** A Participating Addendum shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarketCenter; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- F.** Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; the Participating Entity must ensure it has the requisite procurement authority to execute a Participating Addendum.
- G.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not participate in the Resale of Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing

Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees.

- A.** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) 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. This fee is to be included as part of the pricing submitted with proposal.
- B.** Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports. Within fifteen (15) days of execution of this Master Agreement, Contractor shall identify the person responsible for providing the mandatory usage reports. If the person providing the usage reports changes, Contractor will promptly notify the Lead State and NASPO ValuePoint.

In addition to other reports that may be required, the Contractor shall provide the following NASPO ValuePoint reports:

- A.** Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. 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).
- B.** Detailed Sales Data. Contractor shall also report detailed sales data by:
 - i.** state;
 - ii.** entity/customer type, e.g. local government, higher education, K12, non-profit;
 - iii.** Purchasing Entity name;

- iv. Purchasing Entity bill-to and ship-to locations;
- v. Purchasing Entity and Contractor Purchase Order identifier/number(s);
- vi. Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices);
- vii. Purchase Order date;
- viii. Ship Date; and
- ix. line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is set forth at Attachment A-1 and may be amended from time to time.

C. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report

D. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

E. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review.

A. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract

administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.

- B. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

- A. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
- B. Contractor agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) to integrate its presence in the NASPO ValuePoint eMarket Center either through an electronic catalog (hosted or punchout site) or unique Ordering Instructions. At a minimum, the Contractor agrees to participate in development of Ordering Instructions.
- C. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- D. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

- 10. **Right to Publish.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior written approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO Value Point's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

- 11. **Price and Rate Guarantee Period.** All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting

the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

12. Individual Customers. Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement which include the General Terms and Conditions, the NASPO ValuePoint Terms and Conditions, and the applicable Participating Addendum and will have the same rights and responsibilities for its purchases as the Lead State has in the Master Agreement including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for its purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually and shall have no right of setoff.

13. Ordering.

- A. Master Agreement Order and Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- B. Purchasing Entities may define project-specific requirements and informally compete the requirement among awarded companies on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in a Participating Addendum and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which awarded Contractors are solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, considering cost and other factors.
- C. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedures and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- D. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document in compliance with the law of the Purchasing Entity.
- E. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- F. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - i. The description and quantity of services or supplies being delivered;
 - ii. The place and requested time of delivery;
 - iii. A billing address;
 - iv. The name, phone number, and address of the Purchasing Entity representative;
 - v. The price per hour or other pricing elements consistent with this Master Agreement; and

vi. The Master Agreement identifier.

- G. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- H. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- I. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Intentionally Omitted.

15. Laws and Regulations. Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance.

- A. Where an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.
- B. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.

- C. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- D. Intentionally Omitted.
- E. Acceptance Testing is a process to ascertain that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is applicable, this subsection applies to Products, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product does not meet the standard of performance, the Purchasing Entity may, at its option:
 - i. declare Contractor to be in breach and terminate the Order;
 - ii. demand replacement Product from Contractor at no additional cost to Purchasing Entity; or
 - iii. continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to this section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met.

- 17. **Payment.** Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days, the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different interest percentage is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments may be remitted by mail or electronic transfer or may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty. Notwithstanding any other provision of the Contract, the parties agree to the following provisions concerning the Contractor's warranty. The Contractor warrants for a period of one year from the date of Acceptance that:

- A. the Product performs according to all specific claims that the Contractor made in its response to the solicitation;
- B. the Product is suitable for the ordinary purposes for which such Product is used;
- C. the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment;
- D. the Product is designed and manufactured in a commercially reasonable manner; and
- E. the Product is free of defects.

Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

19. Title of Product (Negotiated). Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee except for subscription-based application software, i.e., JDLink telematics, which may result in costs to the transferee. In such instance, Contractor may prorate the software costs and provide a refund to the transferor or apply amounts previously paid by the transferor for the remainder of a subscription term and thereafter charge a transferee entity for the subscription.

20. License of Pre-Existing Intellectual Property (Negotiated). Except for IP rights licensed under a separate written agreement between the parties that is mutually acceptable with respect to operations manuals, service manuals, installation manuals or other documentation related to products purchased under this agreement, no intellectual property (IP) rights are licensed or transferred under this purchase agreement for any products or services purchased by the state of Oklahoma, or its agents, under this agreement. Manuals are available for purchase on standard commercial terms and conditions at Deere's online technical publications bookstore.

21. Insurance.

- A.** Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- B.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:
- i.** Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate and
 - ii.** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- C.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur
- D.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that:
- i.** names the Participating States identified in the Request for Proposal as additional insureds;
 - ii.** provides that written notice of cancellation shall be delivered in accordance with the policy provisions; and
 - iii.** provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
- E.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, result in this Master Agreement's termination or, at the sole option of any Participating Entity, the termination of any Participating Addendum.

- F. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit.

- A. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or Orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- B. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- C. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

23. Confidentiality, Non-Disclosure, and Injunctive Relief.

- A. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to:
 - i. any Purchasing Entity's records;
 - ii. personnel records; and
 - iii. information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that:

- i.** is or becomes (other than by disclosure by Contractor) publicly known;
 - ii.** is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement;
 - iii.** is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement;
 - iv.** is obtained from a source other than Purchasing Entity without the obligation of confidentiality;
 - v.** is disclosed with the written consent of Purchasing Entity; or
 - vi.** is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.
- B.** Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination or expiration of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.
- C.** Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

- D. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
24. **Public Information.** This Master Agreement and all contract documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.
25. **Assignment/Subcontracts.**
- A. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- B. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.
26. **Changes in Contractor Representation (Negotiated).** The Contractor will notify NASPO and the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. The Contractor agrees to provide replacement key personnel having sufficient education, training, and experience.
27. **Independent Contractor.** The Contractor is an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating Entities or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.
28. **Cancellation.** Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and Accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
29. **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by unusually severe weather, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement, and a Participating Entity may terminate a Participating Addendum, after determining such delay or default will reasonably prevent successful performance of the Master Agreement or Participating Addendum, as applicable.

30. Defaults and Remedies.

- A.** The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i.** Nonperformance of contractual requirements; or
 - ii.** A material breach of any term or condition of this Master Agreement; or
 - iii.** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
 - iv.** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v.** Any default specified in another section of this Master Agreement.
- B.** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- C.** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- i.** Exercise any remedy provided by law; and
 - ii.** Terminate this Master Agreement and any related Contracts or portions thereof; and
 - iii.** Impose liquidated damages as provided in this Master Agreement; and
 - iv.** Suspend Contractor from being able to respond to future bid solicitations; and
 - v.** Suspend Contractor's performance; and
 - vi.** Withhold payment until the default is remedied.
- D.** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights

and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in this Master Agreement shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

- 31. Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.
- 32. Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement.
- 33. Indemnification**

 - A.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.
 - B.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.
 - C.** The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

 - i.** Provided by the Contractor or the Contractor's subcontractor, subsidiary or affiliate;
 - ii.** Specified by the Contractor to work with the Product;

or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 36. Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 37. Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

EXHIBIT B – SCOPE OF WORK

1. **Scope and General Information.** This Master Agreement provides a competitively bid contractual vehicle for Participating Entities to purchase construction equipment including equipment with warranty work and replacement parts. The Product line within scope of this Master Agreement and pricing offered at a “catalog discount” is set forth at Attachment C-1. Approved distributors through which a Purchasing Entity may purchase products and the distributor coverage area are set forth in Exhibit D hereto. Each Contractor shall ensure the Lead State Contract Administrator is provided with up to date information regarding the status of approved distributors. New distributors should be added by providing a replacement list of authorized distributors to the Lead State Contract Administrator. The Lead State Contract Administrator should be notified in writing, via email, of any distributors that should be removed from the list of approved distributors. Distributors may provide service nationally or locally. Each state represented by NASPO ValuePoint that chooses to participate in this Master Agreement independently has the option of deploying only resellers approved by the Participating Entity. The Participating Entity that chooses to exercise this option may define the process to add and remove resellers in its Participating Addendum.

2. **Motor Vehicle Licensing.** The Contractor certifies that all required Motor Vehicle Commission licenses are in place and current and copies of all such licenses, if requested, will be submitted with each Participating Addendum. Additional license requirements for Participating Entities will be addressed in each state’s Participating Addendum.

The Contractor shall maintain all required motor vehicle licensing during the term of the contract and furnish copies at any time upon request by the Lead State Contract Administrator or a Purchasing Entity. Failure to adhere to this requirement may result in termination, in whole or in part, of this Master Agreement for cause. Contracts for motor vehicles to be sold may be made only with properly licensed Motor Vehicle Dealers.

3. **Warranty and Buy Back.** The Contractor shall correct ordering errors without further cost to the Purchasing Entity.

The Contractor agrees the Products shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided therein are in addition to and do not limit any rights afforded by any other clause of this Master Agreement. A copy of the Contractor’s warranties applicable to its products is set forth at Attachment D-1 to Exhibit D. If Contractor changes its warranty with respect to a Product, Contractor shall promptly provide a replacement copy to the Lead State Contract Administrator and clarify which Products are covered by the revised warranty. Contractor also agrees to provide a copy of the warranty applicable to replacement parts purchased. All equipment warranties shall start on the later of the date of delivery or the date of Acceptance and shall be for the full term of said warranty.

The Contractor warrants that at the time of delivery, all equipment purchased under this Master Agreement will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Master Agreement.

The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work. All persons utilized in the performance of this Master Agreement shall be authorized by the Contractor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved in writing by the Purchasing Entity contact person prior to installation. Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Contractor shall be required to make repairs or corrections at no additional cost to the Purchasing Entity. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.

Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:

- A. name of Purchasing Entity and division, if applicable;
- B. make, model, and VIN of equipment; and
- C. control number of Purchasing Entity (Inventory number).

Repair facilities that will perform warranty work under this Master Agreement shall be identified as the Contractor's dealer network. As the manufacturer, the Contractor is responsible for insuring that the facilities are able to adhere to the contract requirements for warranty work performance.

Equipment that will remain in the Contractor's possession overnight and/or for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Contractor shall be responsible for the proper care and custody of any such equipment in the Contractor's possession.

In connection with replacement parts sold to a Purchasing Entity, Contractor shall provide a copy of any applicable buy-back, trade-in or exchange policy and applicable warranty at the time of purchase.

4. **Quality of Parts.** Parts associated with products available under this Master Agreement shall be name brand, nationally advertised merchandise and equivalent substitutions may only occur with the prior written approval of the Purchasing Entity. After market repair, rebuilt or remanufactured parts must be equal to or exceed Contractor's OEM specifications. Repair parts must be packaged and distributed under the respective nationally known name brands and may be required to be OEM repair parts. Contractor agrees its dealers or distributors network shall provide a complete line of OEM parts for all models of equipment available from such dealer or distributor. Preservation, packaging,

and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

5. **Delivery.** Delivery on parts is to be made within 30 calendar days and delivery of equipment shall be made within 120 calendar days after receipt of order unless other arrangements are made between the Purchasing Entity and the Contractor. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery. Some ordering entities will have the capacity to pick up equipment from the dealer.

All equipment shall be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Contractor until delivered and accepted.

Delivery shall be made in accordance with instructions on the Order from each Purchasing Entity. If there is a discrepancy between the Order and what is listed in this Master Agreement, the Contractor shall seek clarification from the Purchasing Entity and/or the Lead State Contract Administrator.

Delivery to a Purchasing Entity is to be Free On Board Destination (to the Destination stated in the Order) freight prepaid and added. Any allowable freight, shipping and handling costs and set-up fees paid by a Purchasing Entity are to be annotated on the quote/invoice as a separate line item. Quotes shall show the Contractor's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidental costs and the final price for each item delivered.

Allied and incidental items requested by a Purchasing Entity shall comply with its state or other government regulations. Allied equipment may only be sold in connection with the sale of an item within scope of this Master Agreement. Items must be clearly labeled on the Order or quote as allied.

Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the Contractor that are requested by a Purchasing Entity to complete the purchase of equipment within scope of this Master Agreement (but not to substantially convert the Product).

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EXHIBIT C- PRICE AND COST PROPOSAL

The pricing structure for this Master Agreement is a percentage discount off the Contractor's catalogue pricing as reflected in the attached Attachment C-1. Additional terms related to pricing are set forth in the General Terms and Conditions and Exhibits A and B of this Master Agreement.

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EXHIBIT D - CONTRACTOR'S TERMS AND CONDITIONS CONTAINED IN CONTRACTOR'S RESPONSE AS REVISED AND ACCEPTED BY THE LEAD STATE

Approved distributors through which a Purchasing Entity may purchase Products and the distributor coverage area is located at <https://dealerlocator.deere.com/servlet/country=US>.

Product information and specifications offered by Contractor hereunder are set forth at <https://www.deere.com/en/construction/> and a customer should select machine category, model and product brochure for specific information.

The Contractor's Standard Warranty applicable to its Products is set forth at Attachment D-1. For avoidance of doubt, terms related to warranty that are set forth elsewhere in this Master Agreement shall take precedence over the Standard Warranty to the extent there is a conflict.

No other terms and conditions contained in Contractor's Bid are accepted by the Lead State for inclusion in the Contract.