

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

Led by the Commonwealth of Virginia

Master Agreement #: E194-81037-DC
Contractor: DEERE & COMPANY
Participating Entity: STATE OF IDAHO (hereinafter "Participating Entity")

Participating Addendum #: PADD20231336

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

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

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

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

Master Agreement Terms and Conditions:

1. **Scope:** The terms and conditions of the Contractor's NASPO ValuePoint Master Agreement for Ground Maintenance Equipment (2020-2025) led by the Commonwealth of Virginia, remain in full force and effect. This Participating Addendum to the Contractor's Master Agreement allows the addition of specific terms and conditions required by the Participating Entity.
2. **Participation:** This Participating Addendum, as authorized by the Participating Entity's State statutes to utilize the Master Agreement with the prior approval of the State's Chief Procurement Official, may be used by all state agencies. Issues of interpretation and eligibility for participation are solely within the authority of that State's Chief Procurement Official.
3. **Term:** The initial term of the Master Agreement shall be for three years and is effective from February 28, 2020 through February 27, 2023, with two optional additional one-year renewals. The term of this Participating Addendum will coincide with the Master Agreement's term in its entirety, including any renewals or extensions.
4. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
5. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.

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

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

Contractor:

Name:	Deere & Company
Title:	Andrew Roman – Contract Administrator
Address:	2000 John Deere Run, Cary NC 27513
Telephone:	800-358-5010 – Option 2
Email:	GovContractSupport@JohnDeere.com

Participating Entity:

Name:	State of Idaho, Division of Purchasing
Title:	
Address:	650 W State Street, Rm 100, Boise ID 83720
Telephone:	208-327-7465
Email:	ContractAdmin@adm.idaho.gov

7. Participating Entity Additions to the Master Agreement: These additions apply only to actions and relationships within this Participating Addendum:

No additions to the terms and conditions of the Contractor’s Master Agreement are required.

The following terms and conditions are added to the Contractor’s Master Agreement:

7.1 Governing Law: Participating State’s Addendum shall be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of this Addendum shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Addendum will remain in full force and effect. Participating State has not consented to waiver of its right to its jury trial.

7.2 Assignment: No contract or order or any interest therein shall be transferred by the Contractor without the express written approval of the Administrator of the Division of Purchasing and the Board of Examiners. Transfer of a contract without approval shall cause the annulment of the

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

Led by the *Commonwealth of Virginia*

contract so transferred at the option of the State. All rights of action, however, for any breach of such contract by the contracting parties are reserved to the State.

7.3 Administrative Fee and Reporting:

Idaho Administrative Fee and Quarterly Usage Report. A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter.

State of Idaho Reporting Timeline:

- 1st Quarter: July 1 – September 30
- 2nd Quarter: October 1 – December 31
- 3rd Quarter: January 1 – March 31
- 4th Quarter: April 1 – June 30

Report of Contract Purchases:

Contractor will furnish detailed usage reports as designated by the State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PADD SUMMARY USAGE REPORT FORM** available for download at <https://purchasing.idaho.gov/information-for-vendors/> . A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

E-mail your completed Quarterly Summary Usage Reports to:

purchasing@adm.idaho.gov.

Mail your check, in the amount of the Quarterly Administrative Fee, to:

Division of Purchasing, State of Idaho
P.O. Box 83720
Boise, ID 83720-0075

7.4 Notice: Any notices required to be delivered under the Master Agreement shall be in writing and delivered by electronic mail, or by U.S. certified mail, return receipt requested, postage prepaid, and shall be sent to the respective addressee at the address set forth below:

State of Idaho, Division of Purchasing
650 W. State Street, Rm 100

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

Boise, ID 83702

or

ContractAdmin@adm.idaho.gov

- 7.5 Certification Concerning Boycott of Israel: Pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- 7.6 Terms and Conditions in the Master that Do Not Apply to this PA: Any terms or conditions contained in the Master Agreement that do the following are not applicable to this PA:
- 7.6.1 Waive the sovereign immunity of the state of Idaho;
 - 7.6.2 Subject the state of Idaho, its agencies, or political subdivisions of the state of Idaho to the jurisdiction of the courts of other states.
 - 7.6.3 Limit the time in which the state of Idaho, its agencies, or political subdivisions of the state of Idaho may bring a legal claim to a period shorter than that provided in Idaho law.
 - 7.6.4 Impose a payment obligation, including a rate of interest for late payments, less favorable than the obligations set forth in Section 67-2302, Idaho Code; or,
 - 7.6.5 Require the state of Idaho, its agencies, or political subdivisions of the state of Idaho to accept arbitration or to waive right to a jury trial.
 - 7.6.6 Require indemnification not specifically authorized by the Idaho legislature or subject to appropriation (pursuant to Section 67-9213, Idaho Code, and Section 59-1016, Idaho Code).
 - 7.6.7 Hold employees or officers of the state of Idaho and of political subdivisions of the state of Idaho personally liable.
8. Leasing and Financing: No equipment or goods of any sort shall be leased to Purchasing Entities under this PA.
9. Subcontractors: All dealers, resellers, or other subcontractors authorized by the Contractor, as shown on the NASPO ValuePoint website, are approved to provide sales and service support under the Master Agreement. The Contractor's use of subcontractors will be in accordance with the terms and conditions set forth in the Master Agreement.

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

10. Orders: Any order placed by a Participating Entity for a product and/or service available from the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Idaho	Deere & Company
Signature:	Signature: <i>Andrew Roman</i>
Name: Michael Piccono	Name: Andrew Roman
Title: Buyer	Title: Contract Administrator
Date: 7/12/2022	Date: 7/22/2022

PLEASE NOTE: Fully executed Participating Addendums must be submitted, via email in pdf format, to NASPO ValuePoint at: pa@naspovaluepoint.org

For questions regarding the Participating Addendum process, please contact the NASPO ValuePoint Cooperative Contract Coordinators Team at: ccc@naspovaluepoint.org