

**Participating Addendum
for
Ground Maintenance Equipment
between
State of Maine
and
Deere & Company**

This Participating Addendum is entered into by State of Maine ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 61514, executed by Contractor and the Commonwealth of Virginia ("Lead State") for Ground Maintenance Equipment ("Master Agreement"):

Deere & Company ("Contractor")
2000 John Deere Run
Cary, NC 27513

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Jennifer Smith
Contract Administrator
govcontractsupport@johndeere.com
800-358-5010 option 2

Participating Entity's contact for this Participating Addendum is:

Justin Franzose
Procurement Analyst II
justin.franzose@maine.gov
207-624-7337

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 1/23/2025, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

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Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Master Agreement Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** The Contractor shall submit quarterly sales reports directly to State of Maine. Reports shall be due no later than thirty (30) days following the end of the calendar quarter.
- VIII. FEDERAL FUNDING REQUIREMENTS.** 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. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. ATTACHMENTS.** This Participating Addendum includes the following attachments:
 - a.** Attachment A: State of Maine General Terms and Conditions for Goods and/or Services under Master Agreements (MAS)
- X. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor: Jennifer Smith Contract Administrator govcontractsupport@johndeere.com 800-358-5010 option 2	For Participating Entity: Justin Franzose Procurement Analyst II justin.franzose@maine.gov 207-624-7337
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- XI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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



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CONTRACTOR:

DocuSigned by:

David Morris

2A644AE5681E482...

Signature

David Morris

Printed Name

Acting Chief Procurement Officer

Title

2/21/2025

Date

PARTICIPATING ENTITY:

Signed by:

Jennifer Smith

C44230CE47A24D5...

Signature

Jennifer Smith

Printed Name

Contract Administrator

Title

2/14/2025

Date

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Attachment A

STATE OF MAINE

**GENERAL TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES UNDER
BUYER PURCHASE ORDERS (BPOs) AND MASTER AGREEMENTS (MAs)**

- 1. DEFINITIONS.** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “OSPS” shall refer to the State of Maine Office of State Procurement Services.
 - e. The term “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Provider.
- 2. WARRANTY. The Provider warrants the following:**
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by OSPS, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Provider liability in respect of any warranties or responsibility for faulty material or workmanship. The Provider shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year

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from the date of final acceptance of the work provided hereunder. OSPS shall give written notice of observed defects with reasonable promptness.

3. **TAXES.** Provider agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Provider agrees to accept and use tax exemption certificates when supplied by OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Provider, Provider agrees to notify OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to OSPS.
4. **PACKING AND SHIPMENT.** Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.
5. **DELIVERY.** Delivery should be strictly in accordance with delivery schedule. If Provider's deliveries fail to meet such schedule, OSPS, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Provider. Articles fabricated beyond OSPS's releases are at Provider's risk. Provider shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of OSPS's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Provider has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to OSPS. If the Provider's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Provider and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Provider to meet the required delivery schedule.
6. **FORCE MAJEURE.** The performance of an obligation by either party shall be excused in the event that performance of that obligation is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party.
7. **INSPECTION.** All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. OSPS, at its option, may either reject any article or work not in

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conformity with the requirements and terms of this order, or re-work the same at Provider's expense. OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Provider agrees to reimburse OSPS for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Provider's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by OSPS.

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8. **INVOICE.** The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice, and any errors or omissions on statements, will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of OSPS.
9. **MODIFICATIONS.** OSPS reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreements, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Contract. All such modification shall be in writing. If any such modification are made, the Contract amount or amounts shall be adjusted accordingly. In no event shall Provider fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.
10. **TERMINATION.** OSPS may terminate the whole or any part of this Agreement in any one of the following circumstances:
- a. The Provider fails to make delivery of articles, or to perform services within the time or times specified herein, or
 - b. If Provider fails to deliver specified materials or services, or
 - c. If Provider fails to perform any of the provisions of this Agreement, or
 - d. If Provider so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
 - e. If Provider is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or
 - f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.
- In the event that OSPS terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of (f), OSPS may procure (articles and services similar to those so terminated) upon such terms and in such manner as OSPS deems appropriate, and Provider shall be liable to OSPS for any excess cost of such similar articles or services.
11. **NON-APPROPRIATION.** Notwithstanding any other provision of this Contract, if the State does not receive sufficient funds to fund this Contract and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Contract.

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12. GOVERNMENTAL REQUIREMENTS. The Provider warrants and represents that it will comply with all applicable governmental ordinances, laws and regulations.

13. GOVERNING LAW. This Contract shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Contract shall be brought in the State of Maine administrative or judicial forums. The Provider consents to personal jurisdiction in the State of Maine.

14. DISPUTES. OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. OSPS will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Provider.

15. SUBLETTING, ASSIGNMENT OR TRANSFER. The Provider shall not sublet, sell, transfer, assign or otherwise dispose of this Contract or any portion thereof, or of its right, title or interest therein, without the written request and written approval from the Department. Such approval shall not in any case relieve the Provider of its responsibility for performance of work or liability under this Contract.

16. STATE HELD HARMLESS. The Provider shall indemnify and hold harmless the Department and its officers, agents, and employees from and against any and all third party claims, liabilities, and costs, including reasonable attorney fees, for any or all injuries to persons or property or claims for money damages, including claims for violation of intellectual property rights, arising from the negligent acts or omissions of the Provider, its employees or agents, officers or Subcontractors in the performance of work under this Agreement; provided, however, the Provider shall not be liable for claims arising out of the negligent acts or omissions of the Department, or for actions taken in reasonable reliance on written instructions of the Department.

17. NON-COLLUSION. The Provider warrants that it has not employed or contracted with any company or person, other than for assistance with the normal study and preparation of a proposal, to solicit or secure this Contract, and that it has not paid, or agreed to pay, any company or person, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from, the award of this Contract.

And, the Provider has not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services, and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

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For breach or violation of this provision, the Department shall have the right to terminate this Contract without liability or, at its discretion, to otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

18. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

19. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this Agreement, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. General Terms & Conditions for Goods and/or Services under Buyer Purchase Orders and Master Agreements
- c. Scope of Work - If applicable
- d. Vender Agreement - Included at Department's Discretion
- e. Other - Included at Department's Discretion

20. CYBERSECURITY AND PROHIBITED TECHNOLOGIES. The Provider certifies to the best of Provider's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Contract:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2021 \(3\)](#); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, [Title 5 MRSA §2030-B](#).

Contracts entered into by a state agency in violation of [Title 5 M.R.S. §2030-B](#) are void. A person who knowingly signs this contract, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, [Title 5 MRSA §2030-A](#).

Ordering Instructions for State of Maine Agencies:

- Contact local John Deere Dealer for Quote
- Attach to each and every individual delivery order (DO):
 - Your Agency's Tax Exempt Form
 - Your Quotation
 - Include in your delivery instructions:
 - Delivery/shipping Address
 - Contact person name, email address and phone number

If your delivery order (DO) is less than \$5,000, please send the DO to the vendor. If your delivery order is more than \$5,000, Office of State Procurement Services will send your DO to the vendor.



DEERE & COMPANY
PRICING SCHEDULE
GROUND MAINTENANCE EQUIPMENT

Category 1 Commercial Mowers			
	Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Discount % Off
	John Deere / X500 & X700 Series Garden Tractors	RLE_X500_X700_01May2024	18%
	John Deere / Garden Tractors Attachment & Implements	RLE_Attach_and_Implements_01May2024	18%
	John Deere / Commercial Walk-Behind Mowers	Commercial_Walk-Behind Mwrs_01May2024	18%
	John Deere / Commercial QuikTrak Mowers	Commercial_QuikTrak Mwrs_01May2024	18%
	John Deere / Commercial Zero Turn - Z700 Series	Commercial_Ztrak Mwrs_Z700s_Only_01May2024	9%
	John Deere / Commercial Zero Turn - Z900 Series	Commercial_Ztrak Mwrs_Z900s_Only_01May2024	23%
	John Deere / Commercial Front Mowers	Commercial_Front Mwrs_01May2024	23%
	John Deere / Wide Area Mowers	Commercial_Wide Area Mwrs_01May2024	23%
	John Deere / Commercial Attachment & Implements	Commercial_Attach_and_Implements_01May2024	23%
Category 2 Tractors			
	Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Discount % Off
	John Deere / Compact Utility Tractors	Tractors_1000-4000_CUTs_01May2024	18%
	John Deere / Compact Utility Attachment & Implements	Tractors_CUTs_Attach_and_Implements_01May2024	18%
	John Deere / Utility Tractors	Tractors_5050E_5060E_5067E_5075E_01May2024	14%
	John Deere / Utility Tractors	Tractors_5090E_5090EL_5100E_01May2024	19%
	John Deere / Speciality Utility Tractors	Tractors_5000Ms_ENs_GLs_GNs_GVs_MHs_MLs_01May2024	22%
	John Deere / Ag Tractors	Tractors_6000s-9000s_01May2024	24%
	John Deere / Tractor Attachment & Implements	Tractors_Ag_Attach_and_Implements_01May2024	24%
	John Deere / Ag Management Systems	Ag Mgmt Systems_01May2024	24%
	John Deere / Combines	Combines_01May2024	22%
	John Deere / Cotton	Cotton_01May2024	22%
	John Deere / Hay & Forage	Hay_Forage_01May2024	22%
	John Deere / Planting & Seeding	Planting_Seeding_01May2024	22%
	John Deere / Sprayers	Sprayers_01May2024	22%
	John Deere / Tillage	Tillage_01May2024	22%



	Frontier / Cutting & Mowing	Frontier_CutMow_01May2024	18%
	Frontier / Hay & Forage	Frontier_HayForage_01May2024	18%
	Frontier / Landscaping	Frontier_Landscaping_01May2024	18%
	Frontier / Livestock & Equine	Frontier_Livestock_01May2024	18%
	Frontier / Material Handling	Frontier_MatHHandling_01May2024	18%
	Frontier / Seeding	Frontier_Seeding_01May2024	18%
	Frontier / Snow	Frontier_Snow_01May2024	18%
	Frontier / Sprayers	Frontier_Sprayers_01May2024	18%
	Frontier / Tillage	Frontier_Tillage_01May2024	18%
Category Utility Vehicles			
3	Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Discount % Off
	John Deere / HPX Utility Vehicles	Utility Vehicles_HPX_01May2024	14%
	John Deere / Work Utility Vehicles	Utility Vehicles_TE_TH_TX_01May2024	17%
	John Deere / Mid-Size Crossover Utility Vehicles	Utility Vehicles_XUV500_01May2024	14%
	John Deere / Full-Size Crossover Utility Vehicles	Utility Vehicles_XUV800_01May2024	14%
Category Golf Equipment			
4	Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Discount % Off
	John Deere / Reel Mowers	Golf_Reel Mwrs_01May2024	24%
	John Deere / Special Application Mowers	Golf_Special Appl Mwrs_01May2024	24%
	John Deere / Special Application Vehicles	Golf_Special Appl Vehicles_01May2024	24%
	John Deere / Aeration Equipment	Golf_Aeration_01May2024	24%
	John Deere / Debris Maintenance Equipment	Golf_Debris Maint_01May2024	24%
	John Deere / Fleet Management Systems	Golf_Fleet Mgmt_01May2024	13%
Category Turf Equipment			
5	Brand Name / Model	Price Book/Catalog date of Manufacturers Current published retail price list	Minimum Discount % Off
	John Deere / Residential Zero Turn - Z300 & Z500 Series	RLE_Z300_Z500_01May2024	4%
	John Deere / S100 & S200 Series Lawn Tractors	RLE_S100_S200_01May2024	4%
	John Deere / X300 Series Lawn Tractors	RLE_X300_01May2024	18%
	John Deere / Lawn Tractors Attachment & Implements	RLE_Attach_and_Implements_01May2024	18%



FREIGHT:

For equipment deliveries to NASPO participating entities in Alaska or Hawaii, factory freight to the delivering dealer will be paid by the end-user. Factory freight is known at the time of quoting and will be included on the quote to the end-user.

For equipment deliveries to NASPO participating entities and Commonwealth agencies in the continental US (excludes Alaska & Hawaii), the end-user will not be charged factory freight to the delivering dealer.

The authorized dealer can charge an optional transportation fee of \$8.00 per loaded mile. If charged, this fee must be agreed to by the end-user and dealer and must appear as a separate line item on the quote. Google Maps would be used to calculate the mileage

Deere & Company offers the following Multiple Unit Discounts (MUD) based on the following:

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories as shown below and included on the same purchase order. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount program.

Lawn & Garden Equipment
Commercial Mowers
Compact Utility Tractors
Utility Vehicles (excluding ProGators)
Golf Equipment (including ProGators)
Ag Tractors
Ag Combines
Ag Cotton
Ag Sprayers

See discount structure below:

<u>Quantity</u>	<u>Additional Discount</u>
3-4	1%
5-6	2%
7-8	3%
9 units or more	4%