STATE OF VERMONT PARTICIPATING ADDENDUM # 47860
FOR NASPO VALUEPOINT PURCHASING PROGRAM: Heavy Construction & Industrial Equipment
Led by the State of Oklahoma
NASPO Master Agreement #OK-SW-192-900

Contractor: VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA LLC

Contractor's NASPO ValuePoint Webpage: https://www.naspovaluepoint.org/portfolio/heavy-construction-industrial-equipment/

1. ***Parties.*** This Participating Addendum ("Agreement") is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter "State" or "Vermont"), and the Contractor identified above. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. ***Subject Matter.*** This Agreement authorizes Purchasing Entities (defined below in section four) to purchase from Contractor certain products and services offered by Contractor under the Master Agreement identified above ("Master Agreement") at or below the rates established under the Master Agreement for such products and services. The terms of the Master Agreement are hereby incorporated by reference as if fully set forth herein. Contractor's awarded categories are:

   a. **Heavy Construction Equipment**
   Category includes equipment such as: Articulated Dump Haulers, Articulated Haulers, Backhoes, Cold Planers, Compactors- Road and Asphalt, Dozers, Motor Graders, Pavers, Reclaimers, Site Reclaimers, Site Dumpers, Skid Steers, Telehandlers, Track Excavators, Tracked Loaders, Wheel Loaders, Wheeled Loaders, Wheeled Excavator and Sweeper Equipment - Mechanical, Airport/Runway, Walk Runway, Walk Behind, Riding, Parking Lot, Sidewalk Sweeping Equipment Asphalt Distributor, Chip Distributor, Chip Spreader, Crack Router/Sealant, Ditcher, Emulsion Tank, Patch Truck, Patchers, Road Widener, Scraper, Screed, Sprayer / Water Truck / Water Tank, and Stabilizer.

   b. **Industrial Equipment**
   Category includes equipment such as: Air Compressors, Back Up Battery Packs, Generators, Forklifts, Light Towers, Portable Generators, and pull-behind portable solar charging stations.

   c. **Value Added Option for Additional Equipment**
   Category allows for Contractor to offer their most frequently purchased items or special contract listings for this agreement as a value add. These items shall hold cost for the initial period of the contract. In addition, Contractor may offer as a value add to this agreement, other equipment and / or categories which fall under the general guidelines of these equipment types. This category may include emerging technology in equipment or general enhancements such as, Brooms, Conveyers (Drum, Single, Double, Combi, Stati), Melter, Mills, Mixers, Oil Distributor, Rollers, Remote Control, Automation, Safety Features, and Alternative Fuel Options.

3. ***Definitions.*** Capitalized terms used, but not defined herein, have the meanings ascribed to such terms in the Master Agreement.

4. ***Entities Authorized to Use This Agreement.*** This Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a "State Purchaser") according to the process for ordering and other restrictions applicable to State Purchasers set forth herein; and (b) political subdivisions of the State of Vermont (including, but not limited to, cities, towns, and school districts) and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education as authorized under 29 V.S.A. § 902 (each an "Additional Purchaser"). Each State Purchaser and Additional Purchaser is referred to herein as a "Purchasing Entity" or collectively as "Purchasing Entities". Issues concerning a Purchasing Entity's eligibility for participation under this Agreement are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser is to make its own determination whether this Participating Addendum and the Master Agreement are consistent with its procurement policies and regulations.

5. ***Contract Term.*** This Agreement shall be effective on September 6, 2024 and end upon expiration of the Master Agreement, unless terminated earlier in accordance with the terms of this Agreement or the Master Agreement. An amendment to the term of this Agreement shall not be necessary in the event of the renewal or extension of the Master Agreement.

6. ***Restricted/Disallowed Products and Services.*** All products and services listed in the Master Agreement may be purchased under this Agreement, except for any restrictions or disallowed products and services set forth directly below in this section.

    a. State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor systems or any vendor system, and a copy is available at: https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives

7. ***No Lease Agreements with State Purchasers.*** Contractor is prohibited from leasing to State Purchasers under this Agreement. Any breach of this prohibition shall be grounds for termination of this Agreement by the State and the immediate cancellation of any applicable purchases. Additional Purchasers are not subject to this prohibition and may negotiate lease agreements directly with Contractor if and to the extent leasing is contemplated under the terms of the Master Agreement.

8. ***Requirements for Ordering.***

    a. Orders must be placed pursuant to this Agreement prior to the termination of this Agreement but may have a delivery date or performance period.

        i. Notwithstanding the expiration, cancellation or termination of this 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, cancellation, or termination of this Agreement, or otherwise inconsistent with its terms.

ii. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Agreement may not be placed after the expiration or termination of this Cooperative Purchasing Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

b. All orders placed under this Participating Addendum must be in writing and shall, at a minimum, specify the following:

i. The product(s) being delivered and the place and time of delivery;

ii. The service(s) required and the place and time period for performance;

iii. The Purchasing Entity's billing address;

iv. The name and contact information for the Purchasing Entity's primary contact;

v. The price per unit, rates, or other pricing elements consistent with this Agreement;

vi. A maximum amount payable by the Purchasing Entity under the order;

vii. A unique identifier for the order; and

viii. The State of Vermont Participating Addendum Number.

c. As applicable, orders shall include specifically negotiated statement of work or service level agreement terms as necessary for the product and/or service to meet the Purchasing Entity's requirements.

d. Orders may include additional terms as necessary to comply with local, state or federal laws or regulations applicable to the Purchasing Entity.

9. ***Requirements for Ordering Applicable to State Purchasers Only.*** The following requirements apply as between Contractor and State Purchasers only and are not applicable to Additional Purchasers. An Additional Purchaser may adopt procedures for purchasing under this Agreement as necessary to comply with its procurement policies and regulations.

a. Contractor understands that State Purchasers are expected to informally compete their requirements among the awarded vendors to place Purchase Orders under this Agreement, and Contractor agrees to make best efforts to promptly respond to solicitations for quotes. Competition guidelines are posted online at https://bgs.vermont.gov/content/construction-equipment

10. ***Payment Provisions and Invoicing.***

a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.

b. Purchasing Entities may solicit the Contractor or, as applicable, its Fulfillment Partner/Authorized Reseller for deeper discounts than the minimum contract pricing as

set forth in the Price Schedule (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives).

c. If applicable, all equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored.

d. Retainage may be specified in an order in an amount mutually agreeable to the parties.

e. Overdue or other charges or penalty for late payment are not authorized and shall not apply to Purchasing Entities.

f. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.

g. Invoices shall be sent to the address identified on the Purchasing Entity's order and shall specify:

    i. The address to which payments will be sent;

    ii. The State of Vermont Contract Number for this Agreement, as indicated atop this Agreement; and

    iii. The order number or other unique identifier for the order against which the invoice is being submitted.

h. Reimbursement of expenses is not authorized. Contractor rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.

i. Unopened Products can be returned with no restocking fee up to 30 days from the date of receipt.

j. The State Purchasing Card may be used by State Purchasers for the payment of invoices. Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.

11. Approved Distributors.

a. Distributors are available for this Agreement if and to the extent approved by the State Chief Procurement Officer. A Distributor shall not solicit or otherwise fulfill any Purchase Order unless the Distributor (i) is an entity approved by Contractor, in accordance with Contractor's established qualifying criteria, to provide sales and service support to participants in the NASPO ValuePoint Master Price Agreement on Contractor's behalf and (ii) has executed a separate agreement with the State that directly obligates Distributor to fulfill Purchase Orders in accordance with the terms and conditions set forth in this Participating Addendum and the Master Agreement.

b. All State policies, guidelines, and requirements shall apply to Distributors.
c. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions of this Agreement. Contractor acknowledges that each and all of the promises it makes as "Contractor" in this Agreement and the Master Agreement apply to all Products and Services provided hereunder, regardless of who is providing or licensing the Product or performing the work.

12. ***Reporting.*** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. If the format for reporting is not otherwise set forth under the Master Agreement, Contractor's reporting shall detail the minimum requirements for orders as set out in section 8.b, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.

    a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov .

    b. Reports are due for each quarter as follows:

Reporting Period	Report Due
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

    c. Failure to meet these reporting requirements may result in suspension or termination of this Participating Addendum.

13. ***Prior Approvals.*** This Agreement shall not be binding until it has been approved by the State in accordance with current State law, bulletins, and interpretations.

14. ***Amendment.*** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the State and Contractor.

15. ***Termination.*** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor.

16. ***Primary Contacts***. The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

    a. ***For the Contractor***:

    Name: Kathy Tedone
    Phone: 828-337-3722
    Email: Kathy.Tedone@Volvo.com

    For the State:

    Name: State of Vermont, Bill Vivian
    Address: 133 State Street, 5th Floor, Montpelier, VT 05633-

8000 Phone: 802.261.0797
Email: Bill.Vivian@Vermont.gov

17. ***No effect of Click-Through or Other Additional Terms and Conditions***. Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any Product or Service purchased hereunder, such terms and conditions are not binding and shall have no force or effect as to the Product or Service, this Agreement, or the applicable order for the Product or Service. Further, any terms and conditions of a Party's invoice, acknowledgment, confirmation, or similar documents, shall not apply to any order under this Agreement, or to this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

18. **Attachments; Order of Precedence.** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.

    a. "Attachment C: Standard State Provisions for Contracts and Grants" (revision version dated December 7, 2023) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as if fully set forth in the order. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms and referenced herein.

    b. If specified in an order made by a State Purchaser under this Agreement, the "STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) (Revision date: May 24, 2024)" shall be incorporated by reference and apply to the order as if fully set forth in the order. A copy of this document is available online at: https://bgs.vermont.gov/purchasing-contracting/forms.

    c. The Master Agreement, together with its exhibits, is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and shall apply to each order placed under this Agreement as though fully set forth in the order.

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By signing below Contractor agrees to offer the products and services on the Master Agreement at prices equal to or lower than the prices listed on the Master Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: 3/11/2025

Signature: Signed by: Wanda Minoli 12B214FBE2BC40D...

Name: Jennifer M.V. Fitch

Title: Commissioner - Buildings and General Services

By VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA LLC

Date: 2/20/24

Signature: Stephanie McCall

Name: Stephanie McCall

Title: Vice President, Strategic Accounts

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OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT

HEAVY CONSTRUCTION & INDUSTRIAL EQUIPMENT

Office of Management and Enterprise Services

Central Purchasing Division

2401 North Lincoln Boulevard

Oklahoma City, OK 73105

And

VOLVO CONSTRUCTION EQUIPMENT NORTH

AMERICA LLC

312 Volvo Way

Shippensburg, PA 17257

Master Agreement Number: OK-SW-192-900

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The Contractor identified below is hereby notified that a contract is being awarded to the Contractor in connection with Solicitation No. OK-SW192, issued December 19, 2022.

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
by and through the
OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES

By: Amanda Otis (Sep 8, 2023 10:38 CDT)

Name: Amanda Otis

Title: State Purchasing Director

Date: Sep 8, 2023

VOLVO CONSTRUCTION EQUIPMENT NORTH AMERICA, LLC

By: Krister Persson (Sep 8, 2023 11:33 EDT)

Name: Krister Persson

Title: VP Finance & Commercial Management

Date: Sep 8, 2023

**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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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 heavy construction and industrial equipment 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: Heavy Construction and Industrial Equipment.

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. Attachment J, Proposed Modifications to Exhibit A 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.

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GENERAL TERMS AND CONDITIONS

1. **Period of Performance.** The initial term of this Master Agreement shall be from the date of award for two (2) years with the option to renew for up to three (3) additional one-year periods.

2. **Renewals.** Prior to any renewal, the Lead State shall subjectively consider the value of the Contract, the Supplier's performance and review of current pricing and discounts offered by Supplier. If it is determined changes to the Master Agreement are required as a condition precedent to renewal, the Lead State and Supplier will cooperate to evidence such required changes in an Addendum.

3. **Extensions**. The Lead State may extend the Master Agreement for ninety (90) days beyond a final renewal term. If exercised, the Lead State shall notify Supplier in writing prior to expiration date. The Lead State, and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Agreement pricing rate, to facilitate the finalization of terms and conditions of a new award or as needed for transition to a new Supplier.

4. **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:

   Lisa Bradley, Statewide Initiatives
   Contracting Officer State of Oklahoma,
   OMES Central Purchasing
   2401 N. Lincoln Blvd.,
   Oklahoma City, OK 73105
   Lisa.Bradley@omes.ok.gov
   Phone: 405-522-4480

5. **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.

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6. **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.

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EXHIBIT A

MASTER TERMS AND CONDITIONS

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.

1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.

1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.

1.4 **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.

1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.

1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.

1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. 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, the District of Columbia, and territories of the United States. 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.

1.8 **Order** or **Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

1.9 **Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).

1.10 **Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a

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nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.

1.11 **Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.

1.12 **Product** or **Products and Services** 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 Product includes goods and services.

1.13 **Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

2.1 **Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for 3 additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.

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

2.3 **Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

3.1 **Order.** Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;

3.1.5 Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

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3.2 **Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3.3 **Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

4.1 **Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

4.2 **Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes 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 or contract) used by the Purchasing Entity to place the Order.

4.3 **Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and 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.

4.4 **Obligated Entities.** 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. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.

4.5 **Notice of Participating Addendum.** 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 databases.

4.6 **Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is

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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; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.

4.7 **Prohibition on Resale.** 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 resell Products purchased under this Master Agreement. 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.

4.8 **Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, 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 their 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.

4.9 **Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.

4.10 **No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity'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.

V. NASPO ValuePoint Provisions

5.1 **Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 **Administrative Fees**

5.2.1 **NASPO ValuePoint Fee.** 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 must 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.

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This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Sales Data Reporting. In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

5.3.2 Summary Sales Data. "Summary Sales Data" is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.

5.3.3 Detailed Sales Data. "Detailed Sales Data" is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line-item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.

5.3.4 Executive Summary. Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that

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includes but is not limited to a list of states with an active Participating Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall 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 eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

5.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to

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cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

5.6 **Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.

5.7 **Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

6.1 **Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 Please refer to Price Adjustment language in Exhibit B, Price Adjustments and must be made at least 30 days prior to the effective date.

6.1.2 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.3 No retroactive adjustments to prices or rates will be allowed.

6.1.4 **Sourced Goods / Other OEM Supplier Goods.** Pricing for goods and services coming from other OEMs and suppliers will be negotiated at the time of quoting between the dealer and participating member and be line itemed separately on quote and invoice. These items will not be subject to the contract discount off List Price of the NASPO or State administrative fee.

6.2 **Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (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 late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 **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

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applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 **Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 **Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement 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 Participating Addenda and adapted to the Purchasing Entity's rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 **Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure 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.

7.4 **Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

7.5 **Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.

7.5.1 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.

7.5.2 Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

7.5.3 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.

7.5.4 Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall 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, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.

7.5.5 Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master

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Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

7.6 **Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

7.6.1 The services or supplies being delivered;

7.6.2 A shipping address and other delivery requirements, if any;

7.6.3 A billing address;

7.6.4 Purchasing Entity contact information;

7.6.5 Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;

7.6.6 A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 **Communication.** All communications concerning administration of Orders placed must 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.

7.8 **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.

VIII. Shipping and Delivery

8.1 **Shipping Terms.** Reference Exhibit B "Scope of Work", Section 11 – Freight/Shipping/Set up Fees.

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 **Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.

8.3 **Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock,

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front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (*e.g.*, scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

8.4 **Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

9.1 **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.

9.2 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.

9.3 **Inspection.** 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, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.

9.3.1 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.

9.3.2 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.

9.4 **Failure to Conform.** 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.

9.5 **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.

9.5.1 The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or,

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if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.

9.5.2 If the Product does not meet the standard of performance or specifications 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.

9.5.3 Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.

9.5.4 Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.

9.5.5 No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

10.1 **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

10.2 **Warranty.** The Contractor warrants for a period of <u>one</u> 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.

10.3 **Breach of Warranty.** Upon breach of the warranty set forth above, 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.

10.4 **Rights Reserved.** 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.

10.5 **Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

11.1 **Conveyance of Title.** 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.

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11.2 **Embedded Software.** Transfer of title to the Product must 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 will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

11.3 **License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

12.1 **General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, 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 any solely from any gross or willful act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

12.2 **Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("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 of another person or entity ("Intellectual Property Claim").

12.2.1 The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

12.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

12.2.1.2 specified by the Contractor to work with the Product;

12.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

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12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 **Class.** 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.

13.3 **Coverage.** Coverage may be written on a claim made basis. The minimum acceptable limits will be as indicated below:

13.3.1 Contractor shall maintain Commercial General Liability insurance 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 and $2 million general aggregate;

13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

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13.4 **Notice of Cancellation.** 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.

13.5 **Notice of Endorsement.** 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 (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

13.6 **Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

13.7 **Furnishing of Certificates.** 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 will 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, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

13.8 **Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

14.1.1 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 will 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 will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to

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assure compliance with the terms hereof or to evaluate performance hereunder.

14.1.2 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.

14.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

14.2.1 **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.

14.2.1.1 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 (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 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.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 **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

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whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 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.

14.2.2.2 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.

14.2.2.3 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 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.

14.2.2.4 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.

14.2.3 **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary 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.

14.2.4 **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order

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dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 **Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

14.3.1 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.

14.3.2 The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

14.4 **Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

14.5 **Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

14.6 **Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (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 will 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.

14.7 **Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead

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State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14.8 Defaults and Remedies

14.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

14.8.1.1 Nonperformance of contractual requirements;

14.8.1.2 A material breach of any term or condition of this Master Agreement;

14.8.1.3 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;

14.8.1.4 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

14.8.1.5 Any default specified in another section of this Master Agreement.

14.8.2 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 fifteen (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 will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

14.8.3 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:

14.8.3.1 Any remedy provided by law;

14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

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14.8.4 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 an 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 these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. 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 will 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, any Participating Addendum, or any Purchase Order.

14.10 **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 public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 **No Waiver of Sovereign Immunity**

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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14.12 Governing Law and Venue

14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance 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.

14.13 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.

14.14 Survivability. Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

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EXHIBIT B
SCOPE OF WORK

I. Master Agreement Objectives

The State of Oklahoma, (Office of Management & Enterprise Services (OMES), Central Purchasing (Lead State) is requesting proposals for Heavy Construction and Industrial Equipment in furtherance of the NASPO ValuePoint Cooperative Purchasing Program.

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entities.

II. Master Agreement Deliverables

1. Product Categories

A. Heavy Construction Equipment

The award of this RFP will cover categories which contain heavy construction equipment, such as Articulated Dump Haulers, Articulated Haulers, Backhoes, Cold Planers, Compactors- Road and Asphalt, Dozers, Motor Graders, Pavers, Reclaimers, Site Dumpers, Skid Steers, Telehandlers, Track Excavators, Tracked Loaders, Wheel Loaders, Wheeled Excavator and Sweeper Equipment - Mechanical, Airport/Runway, Walk Behind, Riding, Parking Lot, Sidewalk Sweeping Equipment Asphalt Distributor, Chip Spreader, Crack Router/Sealant, Ditcher, Emulsion Tank, Patch Truck, Patchers, Road Widener, Scraper, Screed, Sprayer / Water Truck / Water Tank, and Stabilizer.

B: Industrial Equipment

To compliment this offering, industrial equipment will contain equipment such as Air Compressors, Back Up Battery Packs, Generators, Forklifts, Light Towers, Portable Generators, and pull-behind portable solar charging stations.

C. Value Added Option for Additional Equipment

Attachment L allows Offerors to offer their most frequently purchased items or special contract listings for this award as a value add. These items will hold cost for the first initial period of the contract. This attachment will be included in the evaluation. In addition, Offerors may offer as a value add to this award, other equipment and / or categories which fall under the general guidelines of these equipment types.
Subject to Participating Entity approval, these value-add options may or may not be ultimately exercised at the participating addendum level. This may be an emerging technology in equipment or general enhancements such as, Brooms, Conveyers (Drum, Single, Double, Combi, Stati), Melter, Mills, Mixers,Oil Distributor, Rollers, Remote Control, Automation, Safety Features, and Alternative Fuel Options. Special financing and or leasing options should also be listed here.

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III. Contractor Responsibilities and Tasks

1. Authorized Dealers / Distributors

Only manufacturer Offerors with strong dealer networks in multiple states are asked to respond directly to this RFP and will be named on the award of the Master Agreement. The awardees of the resulting Master Agreements will be responsible for all reporting, management fees required, and the individual Participating Addendums executed.

The manufacturer will offer users of this contract set discount levels, which may be sold and serviced at the dealer level. Any interested equipment dealer is highly encouraged to connect with their manufacturer and ensure they have been named as an authorized dealer / distributor. Attachment M, Distributors by State, does list authorized dealer / distributors and will be part of the evaluation process to ensure adequate local supply is addressed as well as shipping and delivery options.

2. Insurance

Offerors 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.

A. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) 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 $5 million per occurrence.

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

B. Offeror / 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.

C. 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, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

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

3. Licensing

A. Sales of motor vehicles are subject to state Motor Vehicle Statutes. Offeror certifies by submission of a response that all required Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses, if requested, will be submitted with the states' participating addendums.

B. License requirements for states participating in the contract will be addressed in each state's participating addendum.

C. It is the Contractor's responsibility to keep all required Motor Vehicle licensing current during the term of the contract and to furnish copies at any time upon request by the contract administrator. If the Contractor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold may be made only with properly licensed Motor Vehicle Dealers.

4. Ordering

A. No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.

B. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Contractor's manufacturer/dealer for the basic equipment being purchased.
Contractor shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

C. Any trade-in allowances determined by the Contractor shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

5. Changes in Contractor Contact

The Contractor shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Contractor at all times during business hours.

6. 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

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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.

7. Warranty-Equipment/Options/Accessories/Attachments

A. The Contractor agrees the products furnished under this Contract shall be covered by all commercial warranties the Contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded by any other clause of this Contract.

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

C. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.

D. 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.

E. Offeror shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.

F. 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:

(1) Name of Purchasing Entity and division, if applicable. Make, Model, and VIN of equipment Control number of Purchasing Entity (Inventory number)

G. Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.

H. The Contractor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

I. All persons utilized in the performance of this contract 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.

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J. Equipment that will remain in the Contractor's possession overnight and 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 state-owned equipment in the Contractor's possession.

8. Quality of Parts

A. Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Purchasing Entity contact person.

B. After Market Repair parts must be equal to or exceed Contractor's original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.

C. All rebuilt or remanufactured parts must meet the same requirements as listed above.

D. Some repair parts may be required to be original equipment manufactured repair parts. Contractor's dealers' network must carry a complete line of OEM parts for all models of equipment they carry.

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

9. Warranty/Buy Back

Contractor is required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

10. Repair Facilities

Repair facilities that will perform the warranty work of items under this Contract shall be identified as listed on the Contractor's dealer network. As the manufacturer, the Contractor is responsible for ensuring that the facilities adhere to the contract requirements for warranty work performance.

11. Freight/Shipping/Set-up Fees

A. Freight from the factory to the distributor is the responsibility of the Contractor. Freight from the distributor to the customer is an allowable charge.

B. Delivery is to be FOB Destination (of ordering entity) freight collect

C. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

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12. Delivery

A. Delivery of equipment shall be stated in each quotation. It is preferable to expect delivery within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Contractor due to current market status. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

B. 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.

C. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the

contract, the Contractor shall seek clarification from the ordering party and/or the Contracting Officer.

D. Delivery on parts is to be made within 30 days or otherwise stated in quotation.

E. One operating manual, an illustrated parts manual or List, and the warranty shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

F. All ordering entities will have the option to pick up their equipment from the dealer.

13. Price Adjustments

The Contract price shall be the most current Contractor's Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount percentage offered. This allows for market fluctuations to take place while the discount percentage must remain stable.

The Contractor will be required to notify the Contracting Officer (Lead State) for review and approval when new pricing updates occur and an explanation of what has prompted the change as well as documentation to support the price increase. Documentation may include: the manufacturers national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

The price increase must not produce a higher profit margin than the original contract, and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

Price Established at Time of Order. Pricing is established at the time an order is placed by a public entity with the Contractor. No retroactive price increases will be allowed, nor

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will price increases be allowed at time of delivery.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

14. New Products

New Products may be added to the awarded categories as they are introduced as long as the products remain within the scope of that category. The quoted discount cannot be lowered throughout the Contract period.

15. Discontinued Products

Contractor is to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.

16. Price

The purpose of this competitive solicitation is to develop a category / catalog discount contract structure to provide for equipment to be made available for purchase. This allows for the most current model of equipment to be covered under this contract as equipment is introduced to stay with available market trends.

The pricing matrix is a percentage discount subtracted from the Contractor's Suggested Retail Price. Contractor can submit actual pricing schedules for their equipment with the percentage discount already figured, as long as the Contractor list price is stated first, then the discount, then the final discount price. If you have products that can be fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

The quoted discount percentage will be in affect the entire contract period. Additional or deeper discounts will be accepted, but original discount rates cannot be lowered.

17. Value Added Contract Items

Value Added Items have been included with Attachment I, Cost Proposal, within 2 tables titled:

- I.2 Heavy Equipment Value Add
- I.4 Industrial Equipment Value Add

As a value-added option, vendor may specify contract items which will qualify as priority, bestselling, higher usage items, or a special "hot" list or "contract offering" based on a deeper discount.

Due to the large variance of equipment available, and as the subject expert, the vendor may choose the items to offer.

This product listing will allow the vendor to represent the type, style, quality, and breadth

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of equipment options available if awarded.

This list will remain firm for the initial base year, with the option to refresh or revise the listing of contract special items on an annual basis at contract renewal periods.

Submission of items will be included in the total value-added scoring evaluation.

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Attachment J
PROPOSED MODIFICATIONS TO SAMPLE MASTER AGREEMENT

The Lead State may, but is not obligated to, consider proposed modifications to Attachment D, Sample Master Agreement.

Provisions of the Sample Master Agreement that are generally inapplicable to, incompatible with, or unsuitable for the subject of this RFP should be brought to the attention of the Lead State using the process described in this RFP for asking questions and will be addressed only at the sole discretion of the Lead State.

Offeror-specific modifications to the Sample Master Agreement may be proposed as part of Offeror's proposal in this attachment but are **strongly discouraged**. The quantity, breadth, and nature of modifications proposed by Offeror may be considered in the Lead State's evaluation of Offeror's proposal and of its risks, costs, and benefits to the Lead State and potential Participating Entities and Purchasing Entities. Proposing excessive or overly restrictive modifications, or proposing modifications upon which Offeror's proposal is conditioned, may result in Offeror's proposal being deemed non-responsive.

Offeror's Proposed Modifications. (Check one of the below.)

☐ Offeror has no proposed modifications to Attachment D, Sample Master Agreement.

X Offeror proposes the modifications set forth in the table below and **will submit with Offeror's proposal a redlined copy of Attachment D, Sample Master Agreement** incorporating each proposed modification. Offeror understands, acknowledges, and agrees to comply with the following:

- The following will not be considered by the Lead State:
  - Any proposed modification not submitted in this attachment;
  - Any proposed modification not accompanied by an explanation as required in this attachment;
  - Any proposed modification not reflected in redlined edits to the Sample Master Agreement and submitted with Offeror's proposal; and
  - Any proposed modification merely referencing another document or a URL.
- Offerors may propose additional terms but must include them in this attachment and must clearly identify where any terms conflict with the Sample Master Agreement.
- If Offeror is awarded a Master Agreement resulting from this RFP, a comparison of Attachment G, Sample Master Agreement and Offeror's accepted modifications thereto may be posted on the NASPO ValuePoint website for examination by potential Participating Entities and Purchasing Entities.
- Each of the following fields **must** be completed for each proposed modification to the Sample Master Agreement:
  - **Sample Master Agreement Section Reference:** The page, section, or paragraph in the Sample Master Agreement that is the subject of Offeror's proposed modification.
  - **Sample Master Agreement Language:** The language in the Sample Master Agreement that the Offeror is proposing to modify.

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- **Proposed Changes and Alternate Language:** The Offeror's proposed changes to the Sample Master Agreement language including, if applicable, Offeror's proposed alternate language.
- **Justification for Proposed Change:** Offeror's justification for the proposed change.
- **Risk and Benefits of Acceptance:** Offeror's analysis of the risk and benefits to the Lead State, Participating Entities, or Purchasing Entities—including quantifiable costs or cost savings—if Offeror's proposed change is accepted by the Lead State.

Sample Master Agreement Section Reference	Sample Master Agreement Language	Proposed Changes and Alternate Language	Justification for Proposed Change	Risk and Benefits of Acceptance
VIII. Shipping and Delivery 8.1 Shipping Terms	All deliveries will be F.O.B destination, freight pre-paid, with all transportation and handling charges paid by the Contractor	Freight from factory to dealer/distributor is responsibility of Contractor. Freight from dealer to member entity is an allowable charge. Freight, shipping, handling, set-up fees are to be annotated on the quote/invoice to member entity.	VCE's freight from manufacturer port/facility is built into machine pricing and not an additional charge. Att. B – Scope of Work – Section 3, 11, C allows for freight and set up to be charged to member entity.	No Risk or Benefit
XIII. Insurance 13.3 Coverage 13.3.1	Coverage must be written on an occurrence basis	Coverage may be written on a claims made basis	Volvo General Liability program is written on a claims made basis	No Risk or Benefit
VI. Pricing 6.1.1 & 6.1.2	All prices and rates must be guaranteed for the initial term of the Master Agreement	Delete this language and reflect price adjustment language in Att. B III, 13. There is no minimum stated	Initial term as stated elsewhere in RFP is two years, OEMs are unable to hold pricing firm for that length of time	No Risk or Benefit
VI. Pricing 6.1.2	Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least	Delete this language as it would conflict with the above modification	Initial term as stated elsewhere in RFP is two years, OEMs are unable to hold pricing firm for that length of time	No Risk or Benefit
VI Pricing, Payment and Leasing	Please add language regarding Other OEM attachments/Sourced Goods	Pricing for goods and services coming from other OEMs and suppliers will be negotiated at the time of quoting between the dealer and participating member and be line itemed separately on quote and invoice. These items will not be subject to the contract discount off List Price or the NASPO or State administrative fee	The ability to offer Sourced products and services is a necessary component, in many cases, to provide a complete solution to members.	Benefit to end customer is that they will be able to receive a full solution based on their specific needs

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XII. 12.1 General Indemnification	General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, 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 any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.	General Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, 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 solely from any gross or willful act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.	VCE requests to add the language … solely from any gross or willful… The issue with the language as written, OEM will be required to indemnify NASPO and others at a very low bar- essentially for any act, error or omission no matter how remote, minor or inadvertent. Such clause must be premised upon willful and gross negligent acts by OEM. The contract terms under this provision are too broad. The language "solely" has been added because without it VCE has to indemnify NASPO and others even if they are partly to blame for any 3rd party claims, damages, death or injury under this clause. An exception should be carved out to refuse indemnification by VCE if NAPSO and others are partially to blame or caused such damages in any way.	No Risk or Benefit.
V. 5.3.4 Sales Data Crosswalks	Sales Data Crosswalks. Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data ("Crosswalks"). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor's part number or SKU for each	Remove	VCE requests this section be removed in its entirety and questions the relevancy to this contract. VCE has listed its equipment per the requirements of Cost Proposal (Attach. I) and supplied our OEM price catalogue which includes Product Matrixes for GPE and Road – broken down by product category, model, and article number. VCE will comply with all quarterly sales reporting requirements. Additionally, VCE's equipment does not fall under EPEAT or Energy Star ratings. If this requirement cannot be waived, VCE requests	No Risk or Benefit.

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	Product in Offeror's catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor's customer lists and product catalog change.		the right to review any specific Crosswalk request on an as needed basis.	

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Attachment I
COST PROPOSAL - Solicitation Number OK-MA-192-23
Section 3 - Discount % Off Evaluation
Heavy Construction Equipment

ADDITIONAL INSTRUCTION:

1. Offeror must complete all required fields (fields in a **blue** highlight) on this Cost Proposal. The format and structure of the Cost Proposal is intended to allow for a fair discount % off type evaluation of like costs among Offerors. Deviation from the format or structure of this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
2. It has been determined that the best pricing structure for this portion of the evaluation is a simple "percentage off" of the most current dated Supplier's suggested government or commercial catalog or price list. The pricing matrix is a percentage off the Supplier's Suggested Retail Price. Suppliers can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the Supplier list price is stated first, then the discount, then the final discount price. You will have to keep it updated as pricing changes occur.
3. Within the tables, if you have different discounts for different brands / models / sizes of equipment or options, you WILL have to list the items. If you need more space, insert additional lines as necessary. Light blue highlighted cells signify a requested vendor input.

MINMUM DISCOUNT % OFF TABLE

Category # — **Offered Minimum Discount % Off**

1 **ARTICULATED DUMP HAULERS** — Hard type value **ONLY** if offering a single % for the entire category --> 41.4%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo A25G	1/1/2023	$ 583,916.00	41.4%	$ 342,174.78
Volvo A30G	1/1/2023	$ 690,248.00	41.4%	$ 404,485.33
Volvo A35G	1/1/2023	$ 932,059.00	41.4%	$ 546,186.57
Volvo A40G	1/1/2023	$ 976,762.00	41.4%	$ 572,382.53
				$ -
[insert additional lines as necessary]				$ -

2 **ARTICULATED HAULERS** — Hard type value **ONLY** if offering a single % for the entire category --> 34.6%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo A45G	1/1/2023	$ 1,030,599.00	41.4%	$ 603,931.01
Volvo A45GFS (Full Suspension)	1/1/2023	$ 1,065,599.00	41.4%	$ 624,441.01
Volvo A60G	1/1/2023	$ 1,302,732.00	35.4%	$ 841,564.87
R100E (Rigid Hauler)	1/1/2023	$ 2,264,602.00	27.1%	$ 1,650,894.86
				$ -
[insert additional lines as necessary]				$ -

3 **BACKHOES** — Hard type value **ONLY** if offering a single % for the entire category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

4 **PLANER/COLD PLANER** — Hard type value **ONLY** if offering a single % for the entire category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

5 **COMPACTORS:** — Hard type value **ONLY** if offering a single % for the entire category --> 37.1%

A. ROAD — Hard type value **ONLY** if offering a single % for the entire sub-category --> 37.1%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo SD45B	1/1/2023	$ 123,094.00	36.9%	$ 77,672.31
Volvo SD75B	1/2/2023	$ 137,139.00	36.9%	$ 86,534.71
Volvo SD115B	1/3/2023	$ 180,772.00	37.6%	$ 112,801.73
				$ -
[insert additional lines as necessary]				$ -

B. ASPHALT — Hard type value **ONLY** if offering a single % for the entire sub-category --> 36.9%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo DD15	1/1/2023	$ 50,580.00	36.9%	$ 31,915.98
Volvo DD25B	1/1/2023	$ 68,449.00	36.9%	$ 43,191.32
Volvo DD30B	1/1/2023	$ 88,310.00	36.9%	$ 55,723.61
Volvo DD35B	1/1/2023	$ 103,517.00	36.9%	$ 65,319.23
Volvo DD105	1/1/2023	$ 221,311.00	37.6%	$ 138,098.06
Volvo DD105OSC	1/1/2023	$ 237,872.00	37.6%	$ 148,432.13
Volvo DD110C	1/1/2023	$ 242,422.00	37.6%	$ 151,271.33
Volvo DD120C	1/1/2023	$ 254,885.00	37.6%	$ 159,048.24
Volvo DD128	1/1/2023	$ 284,542.00	37.6%	$ 177,554.21

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Volvo DD140C	1/1/2023	$ 300,999.00	37.6%	$ 187,823.38
Volvo CR30B (Combo Roller)	1/1/2023	$ 94,790.00	36.9%	$ 59,812.49
Volvo CR35B (Combo Roller)	1/1/2023	$ 111,722.00	36.9%	$ 70,496.58
PT125C (Pneumatic Roller)	1/1/2023	$ 137,093.00	34.6%	$ 89,658.82
PTR240 (Pneumatic Roller)	1/1/2023	$ 245,325.00	34.6%	$ 160,442.55
				$ -
[insert additional lines as necessary]				$ -

C. LANDFILL Hard type value if offering a single % for the entire sub-category --> 29.4%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo LC450H	1/1/2023	$ 1,249,621.00	29.4%	$ 882,232.43
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

6 **DOZERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

7 **MOTOR GRADERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

8 **PAVERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

9 **RECLAIMERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

10 **SITE DUMPERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

11 **SKID STEERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

12 **TELEHANDLERS** Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

13 **TRACK EXCAVATORS** Hard type value **ONLY** if offering a single % for the entire sub-category --> 39.9%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
EC20E	1/1/2023	$ 58,102.00	38.4%	$ 35,790.83
EC27D	1/1/2023	$ 73,042.00	38.4%	$ 44,993.87
EC35D	1/1/2023	$ 78,456.00	38.4%	$ 48,328.90
EC60E	1/1/2023	$ 102,440.00	39.1%	$ 62,385.96
ECR18E (Close Radius)	1/1/2023	$ 51,830.00	38.4%	$ 31,927.28
ECR25DFL (Close Radius)	1/1/2023	$ 71,955.00	38.4%	$ 44,324.28
ECR40D (Close Radius)	1/1/2023	$ 81,168.00	38.4%	$ 49,999.49
ECR50F (Close Radius)	1/1/2023	$ 95,194.00	39.1%	$ 57,973.15
ECR58F (Close Radius)	1/1/2023	$ 105,779.00	39.1%	$ 64,419.41
ECR88D (Close Radius)	1/1/2023	$ 168,165.00	39.1%	$ 102,412.49
Volvo JEC18E (Electric)	1/1/2023	$ 120,734.00	37.0%	$ 76,062.42
Volvo JECR18E (Close Radius)(Electric)	1/1/2023	$ 113,497.00	37.0%	$ 71,503.11
Volvo JECR25D (Close Radius)(Electric)	1/1/2023	$ 143,329.00	37.0%	$ 90,297.27
Volvo EC140EL	1/1/2023	$ 191,446.00	41.4%	$ 112,187.36
Volvo EC160EL	1/1/2023	$ 225,576.00	41.4%	$ 132,187.54
Volvo EC200EL	1/1/2023	$ 237,769.00	41.4%	$ 139,332.63
Volvo EC220EL	1/1/2023	$ 254,972.00	41.4%	$ 149,413.59
Volvo EC220ELR (Long Reach)	1/1/2023	$ 252,135.00	41.4%	$ 147,751.11
Volvo EC250EL	1/1/2023	$ 304,162.00	41.4%	$ 178,238.93
Volvo EC250ELR (Long Reach)	1/1/2023	$ 294,817.00	41.4%	$ 172,762.76
Volvo EC300EL	1/1/2023	$ 349,233.00	41.4%	$ 204,650.54
Volvo EC300ELR (Long Reach)	1/1/2023	$ 346,794.00	41.4%	$ 203,221.28
Volvo EC350EL	1/1/2023	$ 418,714.00	40.6%	$ 248,716.12
Volvo EC380EHR (High Reach)	1/1/2023	$ 837,420.00	40.6%	$ 497,427.48
Volvo EC380EL	1/1/2023	$ 432,824.00	40.6%	$ 257,097.46
Volvo EC380ELR (Long Reach)	1/1/2023	$ 436,627.00	40.6%	$ 259,356.44
Volvo EC480EHR (High Reach)	1/1/2023	$ 1,108,818.00	40.6%	$ 658,637.89
Volvo EC480EL	1/1/2023	$ 617,204.00	40.6%	$ 366,619.18
Volvo EC480ELR (Long Reach)	1/1/2023	$ 622,851.00	40.6%	$ 369,973.49
Volvo EC530EL	1/1/2023	$ 671,600.00	40.6%	$ 398,930.40
Volvo EC550EL	1/1/2023	$ 695,169.00	40.6%	$ 412,930.39
Volvo EC750EL	1/1/2023	$ 979,166.00	38.4%	$ 603,166.26
Volvo EC750EHR (High Reach)	1/1/2023	$ 1,691,639.00	38.4%	$ 1,042,049.62
Volvo EC950FL	1/1/2023	$ 1,175,555.00	36.9%	$ 741,775.21
Volvo ECR145EL (Close Radius)	1/1/2023	$ 215,270.00	40.6%	$ 127,870.38
Volvo ECR235EL (Close Radius)	1/1/2023	$ 290,419.00	40.6%	$ 172,508.89
Volvo ECR355EL (Close Radius)	1/1/2023	$ 404,428.00	40.6%	$ 240,230.23
[insert additional lines as necessary]				$ -

14 **TRACKED LOADERS**

Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

15 **WHEEL LOADERS**

Hard type value **ONLY** if offering a single % for the entire sub-category --> 40.0%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo L20HS	1/1/2023	$ 88,798.00	38.4%	$ 54,699.57
Volvo L25HS	1/1/2023	$ 96,743.00	38.4%	$ 59,593.69
Volvo L30GS	1/1/2023	$ 112,165.00	38.4%	$ 69,093.64
Volvo L35GS	1/1/2023	$ 127,693.00	38.4%	$ 78,658.89
Volvo L45H	1/1/2023	$ 171,911.00	38.4%	$ 105,897.18
Volvo L45HS	1/1/2023	$ 181,555.00	38.4%	$ 111,837.88
Volvo L50H	1/1/2023	$ 189,167.00	38.4%	$ 116,526.87
Volvo L50HS	1/1/2023	$ 199,782.00	38.4%	$ 123,065.71
Volvo JL20H (Electric)	1/1/2023	$ 197,633.00	37.0%	$ 124,508.79
Volvo JL25H (Electric)	1/1/2023	$ 211,502.00	37.0%	$ 133,246.26
Volvo L60H	1/1/2023	$ 223,213.00	43.6%	$ 125,892.13
Volvo L70H	1/1/2023	$ 258,236.00	43.6%	$ 145,645.10
Volvo L90H	1/1/2023	$ 299,232.00	43.6%	$ 168,766.85
Volvo L110H	1/1/2023	$ 387,373.00	42.9%	$ 221,189.98
Volvo L120H	1/1/2023	$ 412,333.00	42.9%	$ 235,442.14
Volvo L150H	1/1/2023	$ 583,139.00	41.4%	$ 341,719.45
Volvo L180H	1/1/2023	$ 612,914.00	41.4%	$ 359,167.60
Volvo L180HHL (High Lift)	1/1/2023	$ 892,008.00	41.4%	$ 522,716.69
Volvo L220H	1/1/2023	$ 724,894.00	39.9%	$ 435,661.29
Volvo L260H	1/1/2023	$ 803,442.00	39.9%	$ 482,868.64
Volvo L350H2	1/1/2023	$ 1,278,865.00	39.1%	$ 778,828.79
SDLG L918F	1/1/2023	$ 73,672.00	11.7%	$ 65,052.38
SDLG L938F	1/1/2023	$ 135,582.00	11.7%	$ 119,718.91
SDLG L948F	1/1/2023	$ 151,679.00	11.7%	$ 133,932.56
SDLG L959F	1/1/2023	$ 203,683.00	11.7%	$ 179,852.09
[insert additional lines as necessary]				$ -

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16 **WHEELED EXCAVATOR**

Hard type value **ONLY** if offering a single % for the entire sub-category --> 40.4%

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
Volvo EW60E	1/1/2023	$ 123,388.00	39.1%	$ 75,143.29
Volvo EWR130E	1/1/2023	$ 206,333.00	40.6%	$ 122,561.80
Volvo EWR150E	1/1/2023	$ 249,715.00	40.6%	$ 148,330.71
Volvo EWR170E	1/1/2023	$ 327,951.00	40.6%	$ 194,802.89
Volvo EW160E	1/1/2023	$ 293,179.00	40.6%	$ 174,148.33
Volvo EW180E	1/1/2023	$ 355,122.00	40.6%	$ 210,942.47
Volvo EW200EMH (Material Handler)	1/1/2023	$ 356,301.00	40.6%	$ 211,642.79
Volvo EW220E	1/1/2023	$ 434,740.00	40.6%	$ 258,235.56
Volvo EW240EMH (Material Handler)	1/1/2023	$ 540,020.00	40.6%	$ 320,771.88
[insert additional lines as necessary]				$ -

17 **SWEEPERS:**

Hard type value if offering a single % for the entire category --> N/A

A. AIRPORT/RUNWAY, WALK BEHIND

Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

B. RIDING

Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

C. PARKING LOT

Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

D. SIDEWALK

Hard type value **ONLY** if offering a single % for the entire sub-category --> N/A

Brand Name	Price Book/Catalog Date of Manufacturer's Current Published Retail Price List	List Price	Minimum Discount % Off	Extended Price
				$ -
				$ -
				$ -
				$ -
[insert additional lines as necessary]				$ -

Volvo Master Agreement

Final Audit Report 2023-09-08

Created:	2023-09-08
By:	Lisa Bradley (lisa.bradley@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJ65O0NWUdfLYsCbG4b07Z-pswKupC1Yf

"Volvo Master Agreement" History

Document created by Lisa Bradley (lisa.bradley@omes.ok.gov)
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Document emailed to kathy.tedone@volvo.com for signature
2023-09-08 - 2:54:23 PM GMT

Email viewed by kathy.tedone@volvo.com
2023-09-08 - 3:02:47 PM GMT- IP address: 104.47.11.254

Signer kathy.tedone@volvo.com entered name at signing as Krister Persson
2023-09-08 - 3:33:06 PM GMT- IP address: 165.1.200.82

Document e-signed by Krister Persson (kathy.tedone@volvo.com)
Signature Date: 2023-09-08 - 3:33:08 PM GMT - Time Source: server- IP address: 165.1.200.82

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Signature Date: 2023-09-08 - 3:38:46 PM GMT - Time Source: server- IP address: 165.225.216.109

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