

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

Master Agreement #: E194-81037-BC

Contractor: Bobcat Company

Participating Entity: State of Iowa

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

- Category 1: Tractors (heavy duty and compact)
- Category 3: Off Road Utility Vehicles
- Category 4: Self Propelled Riding Mowers (Medium Duty Wide Coverage and Zero Turn)

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

- Category 2: Tractor Towed PTO (Gang Mowers and Single Unit Mowers)
- Category 5: Turf Maintenance (Towed and Ground Driven)

Master Agreement Terms and Conditions:

1. **Scope:** The terms and conditions of the Contractor's NASPO ValuePoint Master Agreement for Ground Maintenance Equipment (2020-2025) led by the Commonwealth of Virginia, remain in full force and effect. This Participating Addendum to the Contractor's Master Agreement allows the addition of specific terms and conditions required by the Participating Entity.
2. **Participation:** This Participating Addendum, as authorized by the Participating Entity's State statutes to utilize the Master Agreement with the prior approval of the State's Chief Procurement Official, may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the Participating Entity's State. Issues of interpretation and eligibility for participation are solely within the authority of that State's Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable standards and seek approval from the State of Iowa - Space Management and Leasing Division Administrator when required as directed by administrative code before purchasing from this contract.)

3. **Term:** The initial term of the Master Agreement shall be for three years and is effective from February 28, 2020 through February 27, 2023, with two optional additional one-year renewals.



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The term of this Participating Addendum will coincide with the Master Agreement's term in its entirety, including any renewals or extensions.

4. **Pricing:** Any products and/or services ordered under this Participating Addendum shall include the Contractor's Master Agreement negotiated percentage discount off the products and/or services available on the Contractor's current price catalog/list (MSRP/MPL).
5. **Warranty:** All products furnished by the Contractor under this Participating Addendum shall be covered by all commercial warranties the Contractor provides for such products under the Master Agreement.
6. **Primary Contacts:** The primary contact individuals (or their named successors) for this Participating Addendum are as follows:

Contractor

Name:	Jesse Rheault
Title:	250 East Beaton Dr. West Fargo, ND 58078
Address:	250 East Beaton Dr. West Fargo, ND 58078
Telephone:	701-630-5134
Email:	jesse.rheault@doosan.com

Participating Entity

Name:	Iowa Department of Administrative Services – David Kundid
Title:	Purchasing Agent III
Address:	1305 East Walnut Street, Des Moines, IA 50319
Telephone:	515-745-2796
Email:	David.kundid@iowa.gov

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

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

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

- A. **Payment Terms:** Payment for completion of a contract order is normally made within 60 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- B. **Affirmative Action:** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable



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federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

- C. **Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

Quarter Ending	Report Due
March 31	May 15
June 30	August 15
September 30	November 15
December 31	February 15

- D. **Administrative Fees:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa - DAS/Central Procurement
Attention: DAS-CP COO
1305 East Walnut Street
Des Moines, IA50319

8. **Leasing and Financing:** Procurement and other applicable laws of some Participating Entities may permit the use of leasing or alternative financing methods for the acquisition of products under the Master Agreement. The terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and the Participating Entity. When leasing or using alternative financing methods for this Participating Addendum, the Participating Entity is to follow the policy and guidelines outlined by their purchasing authority or state regulations, statutes, or any other applicable laws.
9. **Subcontractors:** All dealers, resellers, or other subcontractors authorized by the Contractor, as shown on the NASPO ValuePoint website, are approved to provide sales and



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service support under the Master Agreement. The Contractor's use of subcontractors will be in accordance with the terms and conditions set forth in the Master Agreement.

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

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

Participating Entity: Iowa Department of Administrative Services	Bobcat Company
Signature: <i>David Kundid</i>	Signature: <i>Jesse R. Rheault</i>
Name: David Kundid	Name: Jesse Rheault
Title: Purchasing Agent III	Title: Government Account Manager
Date: 1/14/2022	Date: 1/14/2022