

Amendments to RFB1117005168 for MA17288

The amendments to the following sections in the RFB language are agreed upon by Deere & Company located in Cary, NC (hereafter known as "Contractor") and the state of Iowa (hereafter known as "Agency") for MA17288:

2. Part I: Equipment Specifications

The following language has been added to the existing language in Section 2 Part I: Equipment Specifications of the RFB:

Contractor agrees to provide the state's Contract Manager with updated equipment specifications and sales/service contact information during price updates. New equipment models may be provided at time of contract renewal and during the annual contract period as agreed upon by both parties.

Contractor's dealers will quote and deliver the equipment for the Contract. Dealers will be the direct contact for state agencies. However, purchase orders will be made out to Deere & Company and the state agencies will be invoiced by Deere & Company for equipment purchases made through the Contract.

3 (3) Part II: Equipment Parts Discount

The following language has been added to the existing language in Section 3 (3) of the RFB:

All parts will be quoted by the local dealer. When the initial equipment order requires additional attachments/parts which are not sold through Contractor, the state agency will create a second purchase order for a local dealer to provide the additional attachments, parts and services required to complete the entire equipment purchase. The Contract will not allow for non-contracted parts or accessories to be added to the equipment purchase order.

3 (4) Part III: Equipment Repair and Routine Maintenance Services

The following language has been added to the existing language in Section 3 (4) of the RFB:

The dealer service rates bid on Tab 3 of the RFB Spreadsheet are only valid while the Contract awarded through this RFB is in effect. State agencies will be invoiced directly by Contractor's dealer for any services provided by dealer using the rate bid by Contractor in the RFB and state agencies will pay the dealer directly for service and maintenance work.

4.13 Insurance

The following chart replaces the chart in the RFB:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 Million
	Products Liability*	\$1 Million
	Personal injury Each Occurrence	\$1 Million \$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million

Type of Insurance	Limit	Amount
Excess Liability, umbrella form	Each Occurrence Aggregate	\$1 Million \$1 Million
Property Damage	Each Occurrence Aggregate	\$1 Million \$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

***Contractor is self-insured for products liability for all equipment and parts they manufacture which are sold through this Contract and all state dealer contracts associated with this Contract as provided in Exhibit A – Pricing Pages.**

4.13.1 Certificates of Coverage

The following language replaces the language in Section 4.13.1 of the RFB:

At the time of execution of this Contract, Contractor shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Contractor starts work, certifying that said insurance applies to, among other things, the work, activities, and liability of the Contractor related to this Contract and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. Liability of Contractor Acceptance of the insurance certificates by the Agency shall not act to relieve Contractor of any obligation under this Contract. It shall be the responsibility of Contractor to keep the respective insurance policies and coverages current and in force during the life of this Contract. Contractor shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Contractor shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Contractor. Notwithstanding any other provision of this Contract, Contractor shall be fully responsible and liable for meeting and fulfilling all of its obligations.

4.13.2 Waiver of Subrogation Rights

Section 4.13.2 has been deleted from the RFB.

4.14 Defective Equipment

The following language replaces the existing language in Section 4.14 of the RFB:

Contractor will ensure that equipment issues are addressed and resolved to the Agency's satisfaction when equipment is found to be defective within the manufacturer's warranty period.

4.17 Quarterly Report

The following language replaces the existing language in Section 4.17 of the RFB:

The Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Nancy Wheelock at nancy.wheelock@iowa.gov.

The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name, city, state, full product description, quantity, invoice number, unit and extended invoice prices. The State reserves the right to request more detailed

information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.