

Amendments to RFB1117005168 for MA17265

The amendments to the following sections in the RFB language are agreed upon by John Deere Shared Services d/b/a John Deere Construction Retail Sales (hereafter known as “Contractor”) and the state of Iowa (hereafter known as “Agency”) for MA17265:

4.13 Insurance

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

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.

3 (3) Any and all parts needs will be quoted by the local dealer.

3 (7) A comprehensive operator’s manual comes with each machine. Supplemental manuals; such as electrical, hydraulic, test, repair and others may be available on a model by model basis and can be quoted upon request. These supplemental manuals can be provided in Printed Form or on CD with the associated costs of same.