UNIVERSITY OF MARY WASHINGTON | Procurement Services

**SPP AGREEMENT# 21-1236**
**Agricultural Equipment, Parts and Services (Term Agreement)**

This agreement effective 14 February 2021 by Greenline Service, hereinafter called the "Contractor" and the Commonwealth of Virginia, University of Mary Washington called the, "University" or "UMW".

**WITNESSETH** that the Contractor and the University, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**PERIOD OF CONTRACT: _14 February 2021 through 13 February 2022 with four (4) one-year renewal options that if exercised will extend the term of the contract through 13 February 2026.**

**CONTRACTUAL CEILING: This is a multiple award term contract with an initial term of one (1) year and then four (4) renewal options limited to $200,000 total spend across all of the multiple awards.**

**SCOPE OF SERVICES:** The Contractor shall provide on an as-needed basis equipment, parts and services based upon the following price discounts from retail price:

| Equipment | Parts | Services |
|---|---|---|
| Reference NASPO E194-81037 (attached) for discounts offered. | | |

**CONTRACT ADMINISTRATION:** The Facilities Department Contracts and Resourcing Manager, or designee, shall be identified by the University as the Contract Administrator and shall use all powers under the contract to enforce its faithfulness and performance in conjunction with the University's Procurement Services department.

**TERMS AND CONDITIONS:** This agreement, made by the University of Mary Washington, an agency of the Commonwealth of Virginia, is governed in all respects by the laws of the Commonwealth of Virginia, including §23-1.1003 of the Code of Virginia and the associated Rules Governing Procurement of Goods, Services, Insurance and Construction (The Rules) and the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and Their Vendors; the provisions of which are available at https://vascupp.org

By accepting and performing against this agreement, all vendors, suppliers, contractors or firms (as such terms may be used) providing goods or services to the University of Mary Washington attest acceptance and compliance with the provisions found in applicable Virginia law, including the terms and conditions below:

1. Sales to the University are normally exempt from State taxes. State sales and use tax certificate of exemption form ST-12 may be specifically issued upon request.
2. Pricing shall include shipping F.O.B. destination unless over-the-counter purchase.
3. Goods delivered or services rendered must be strictly in accordance with this agreement and cannot deviate in any way from the terms, conditions or specifications without the prior approval of the University. Equipment, materials, or supplies delivered on this order are subject to inspection and test upon receipt. If rejected, goods remain the property of the supplier.
4. The supplier must provide a current Material Safety Data Sheet (MSDS) on each delivered product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200. MSDS should be sent to: University of Mary Washington, Attn. Office of Environmental Health and Safety, Hamlet House, 1301 College Avenue, Fredericksburg, VA 22401 or email to: safety@umw.edu


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Fredericksburg, VA 22401-5300
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5. The University’s standard payment terms are NET 30, unless otherwise negotiated by the University or University’s banking services provider. The University will compute payment from the date of delivery of goods at destination after final inspection and acceptance, from the date of completion of services or the date the correct invoice is received, whichever is later, or as may be agreed between the University and the supplier. To receive payment, a valid University of Mary Washington Purchase Order number must be shown on all invoices and shipments associated with a Purchase Order. Payment may not be made until an authorized agent of the supplier has [registered with the University of Mary Washington.]()
6. The following provisions apply to an agreement made under a federal grant; Appendix II to Part 200 – Contract Provisions for non-Federal Entity contracts under Federal Awards. Any modification to these terms must be agreed to in writing by both parties prior to performance of this order.
7. This order may be subject to federal oversight. The vendor, as applicable, will comply with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) Part 317-326 (Procurement Standards) and Section 2 CFR 200.404 (Cost Reasonableness).
8. This order is the entire agreement between the University (including University employees and other End Users) and the supplier. In the event that the supplier enters into terms of use agreements or other agreements or understanding, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this order shall apply.
9. Immigration: Contractor does not, and shall not during the performance of this agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
10. If the agreed upon compensation for this Agreement exceeds $10,000, the provisions required by §10 Rules Governing Procurement Chapter 4.10 (§23-38.88 et seq.) of Title 23 of the Code of Virginia prohibiting Contractor from discriminating in employment and Governing Rules §11 obligating Contractor to provide a drug-free workplace shall apply.
11. This public body, University of Mary Washington, does not discriminate against faith-based organizations in accordance with the Governing Rules §36 or against a bidder or offeror, vendor, or contractor because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.
12. The University reserves the right to cancel and terminate this agreement, in part or in whole, without penalty, upon thirty (30) days written notice to the Contractor. Any cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform all outstanding orders issued prior to the effective date of cancellation. The Contractor shall be entitled to receive full compensation for all University-accepted services performed and/or goods received prior to the effective date of termination. Contractor shall not be entitled to, and hereby waives claims for lost profits and all other damages and expenses.
13. Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The agreement shall not restrict UMW from acquiring similar, equal or like goods and/or services from other sources.
14. This agreement is subject to the provisions of the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this agreement in their entirety. The manual may be viewed at [http://vascupp.org](http://vascupp.org).
15. This agreement may be renewed by the University upon written agreement of both parties for four (4) successive one year periods under the terms of the current agreement.
16. The University reserves the right to request from the contractor to provide additional Goods and/or Services under similar and market-based pricing, terms, and conditions, and to make modifications or enhancements to existing services. Additional Goods and Services may include other products, components, accessories, subsystems or related services that are newly introduced during the term of the Agreement. Newly introduced additional Services will be provided to the University at favored nations pricing, terms, and conditions.
17. The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, parts list, and a copy of all warranties.
18. The contractor agrees that the goods or services shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the University by any other clause of this solicitation.

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**GENERAL TERMS AND CONDITIONS**: Please refer to the link to follow regarding Required General Terms and Conditions of this Solicitation which are a mandatory part of the resulting agreement.

**METHOD OF PAYMENT:** The contractor shall be paid using one of the following three (3) methods for all University initiated procurements:

1. Small Purchase Charge Card (SPCC): Small Purchase Charge Card (SPCC): At the time of verified receipt of goods or services, if the Contractor accepts credit cards in payment, the University will authorize payment by SPCC, currently the Bank of America Visa. Any "Check-out fees" imposed by the contractor must be disclosed prior to the purchase. No check-out fee or surcharge may be greater than 4% of the total sale. The University expects that these costs, as well as all contractor business expenses will be built into the contractor's quoted price. If the contractor's eVA profile indicates acceptance of a credit card in payment, the Commonwealth will pay via charge card for invoices $50,000 or less. *The University reserves the right to request certification (with confirmation code) of the vendor's registration with its merchant bank/VISA to invoke "check-out fees" or surcharges for use of the credit card. "Check-out fees" or surcharges for use of the credit card shall not exceed the vendor's cost of acceptance rate.*
2. ePayables through Bank of America: All payments under ePayables will have a net 16 payment term. For more information about this payment option, contact UMW's Accounts Payables department at payables@umw.edu or view http://www.bankofamerica.com/epayablesvendors.
3. Check or ACH: Payment will be made 30 days after satisfactory performance of the agreement in all provisions thereof and upon receipt of a properly completed invoice, whichever is later; in accordance with Chapter 43, VPPA, Article 4, Code of Virginia.

To be considered eligible for payment, *all invoices must be received at the following address should reference the eVA purchase order and UMW contract numbers:*

University of Mary Washington
Attention: Accounts Payable
1301 College Avenue
Fredericksburg, VA 22401


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**Note: This public body does not discriminate against faith-based organizations in accordance with the *Governing Rules §36* or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any basis prohibited by state law relating to discrimination in employment.**

In witness, whereof, the parties have caused this Agreement to be duly executed intending to be bound thereby.

| GREENLINE SERVICE | | UNIVERSITY OF MARY WASHINGTON | |
|---|---|---|---|
| Signature: | Clinton M Hopkins | Signature: | Melva A.H. Kishpaugh |
| Printed Name: | CLINTON M. HOPKINS | Printed Name: | Melva A. H. Kishpaugh |
| Title: | President | Title: | Director, Procurement Services |
| Date: | 3/4/2021 | Date: | March 5, 2021 |
| FEI/FIN#: | 540628457 | | |
| Phone: | 540 373 7520 | | |
| Email: | clinthopkins@greenlineva.com | | |



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Last Update: May 7, 2020

## NASPO ValuePoint/Commonwealth of VA Ground Maintenance Equipment Contract

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|---|---|
| **Contract Number:** | E194-81037 |
| **Contract Period:** | February 28, 2020 - February 27, 2023 |
| **Eligibility:** | Commonwealth of Virginia agencies, Institutions of higher education including listed private colleges and universities, and other public bodies of the Commonwealth of Virginia, to include cities, counties, towns, political subdivisions, and any approved NASPO ValuePoint Participants.<br><br>Questions regarding eligibility may be directed to:<br><br>Danielle Keeton, CPPB, VCO, VCA<br>Statewide Sourcing & Contracting Officer<br>Email: Danielle.Keeton@dgs.virginia.gov<br>Voice: 804-2252948<br>Fax: 804-786-5413 |

**Quotes and Purchase Orders:**

Quotes are valid for 30 days from the creation date of the quote **OR** until the contract expires, whichever occurs first.

To obtain a quote, contact your local John Deere Dealer. Submit your purchase order to the dealer. The John Deere Dealer will submit the purchase order to John Deere's Government Sales office.

**All purchase orders must show Deere & Company as the vendor and reference the contract number.**

## Contract Details

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| Delivery Obligations | None. |
| Fees | Optional delivery fee of $4 per loaded mile is allowed for the delivering dealer. This fee is not per machine; it's per load. Use Google Maps to calculate the mileage. The fee should be shown as a separate line item on the quote and/or the purchase order. |

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| Financing | **John Deere Municipal Lease by John Deere Financial**<br>**Allowed**: If the agency rules and guidelines allow. This 12-60 month financial product require payments and enables ownership of the equipment.<br><br>**Government Operating Lease by John Deere Financial**<br>**Allowed:** If the agency rules and guidelines allow. This 24-60 month product requires payments and the equipment is returned to the dealer location at the end of the term.<br><br>**Retail Note Financing by John Deere Financial or Third Party**<br>**Allowed:** If the agency rules and guidelines allow. |
| Machine Hours | **Allowed:** Due to factory delivery, pre-delivery inspection, machine setup and installation of attachments, machines may have hours but should not exceed hour usage guidelines in the warranty administration manual. |
| Manuals | An operator's manual is included with the delivery of the equipment at no charge. |
| Miscellaneous | ***MANDATORY eVA PO and Credit Card Order Processing (Required for ALL agencies/entities in VA only, excluding the exceptions below)**<br><br>All orders (PO or Credit Card) must be submitted as a "catalog line" and received in this format. If an agency provides their own PO format, do not accept the order and advise the agency that they must submit via eVA as a "catalog line" which will generate the required format (see link below for detailed instructions that may be provided to agency).<br><br>All orders must include:<br><br>o Contract Number<br><br>o Model Number in Description Field<br><br>Any change made to the PO amount must be made by revising the original PO in eVA.<br>**Exception: VT (Virginia Polytechnic Institute and State University) and University of Virginia are not required to enter PO's via eVA system.*<br><br>Agency may review Detailed Order Entry Instructions or contact the eVA Helpdesk for additional assistance at 866-289-7367 or eVACustomerCare@dgs.virginia.gov<br><br>**Minimum Order Value** - $500<br><br>**Training**<br>Provide on-site in-service training (if required) to ordering agency either by representative or instructional DVD at no cost to agency and held at order agency's facility. Dealers must provide invoice for reimbursement of cost of DVD or submit invoice itemizing time spent on on-site training which well be reimbursed at the labor rate posted on the Government and National Sales Reimbursement Schedule. |

JOHN DEERE

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| Multiple Unit Discount | For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. See discount structure below:<br><br>Quantity — Additional Discount<br>3-4 — 1%<br>5-6 — 2%<br>7-8 — 3%<br>9 units or more — 4%<br><br>Frontier Equipment is excluded from the Multiple Unit Discount program. |
| Open Market by John Deere (listed in the price book) | **Allowed:** **<u>Per the contracts terms and conditions,</u>** the addition of open market equipment will complete or enhance the operation or provide an additional level of safe operation of the contract equipment. Open market equipment is defined as products, implements, attachments, parts, and bundles not currently on contract.<br><br>Items must be clearly labeled on the purchase order as Open Market. |
| Open Market by Dealer (not listed in the price book) | **Allowed.** Open-Market items **not available from John Deere but offered by the delivering Dealer** to complete the purchase of John Deere equipment awarded on contract.<br><br>Items must be clearly labeled on the purchase order as Open Market. |
| Payment and Remittance | Credit card payments allowed.<br><br>Remit to Address:<br>Deere & Company<br>Ag & Turf CBD & Government Sales<br>21748 Network Place<br>Chicago, IL 60673-1217 |
| Substitutions | Not applicable. This is a current price contract. |
| Trade-Ins | **Allowed:** Items must be clearly labeled on the purchase order or quote as Trade-In. The agency and the dealer will determine the trade-in value. |

## Price Structure

| Price Page Tabs | Product Descriptions | Discounts off MSRP | Price Page Dates |
|---|---|---|---|
| | **Turf Equipment** | | |
| L21 | Residential Zero-Turn-Radius Mowers & Equipment (excludes Z700s) | 4% | Current Price |
| L21 | Residential Zero-Turn-Radius Mowers & Equipment (Z700s only) | 9% | Current Price |
| L25 | Lawn Tractors (X300s only) & Equipment | 18% | Current Price |
| L30 | Garden Tractors & Equipment | 18% | Current Price |
| L35 | Equipment for Lawn & Garden Tractors | 18% | Current Price |
| C10 | Commercial Walk-Behind Mowers & Equipment | 23% | Current Price |
| C13 | Commercial Zero-Turn-Radius Mowers & Equipment | 23% | Current Price |
| C15 | Commercial Front Mowers & Equipment | 23% | Current Price |
| C18 | Commercial Wide Area Mowers & Equipment | 23% | Current Price |
| C20 | Compact Utility Tractors & Equipment | 18% | Current Price |
| C21 | Equipment for Commercial Mowing Products | 23% | Current Price |
| C25 | Equipment for Compact Utility Tractors | 18% | Current Price |
| C39 | High Performance Utility Vehicles & Equipment | 14% | Current Price |
| C40 | Mid-Size Crossover Utility Vehicles & Equipment | 14% | Current Price |
| C41 | Full-Size Crossover Utility Vehicles & Equipment | 14% | Current Price |
| C42 | Traditional Utility Vehicles & Equipment | 17% | Current Price |
| C47 | HPX Utility Vehicles & Equipment | 14% | Current Price |
| C48 | Equipment for Utility Vehicles | 14% | Current Price |
| | **Golf Equipment** | | |
| G10 | Reel Mowers & Equipment | 24% | Current Price |
| G15 | Special Application Mowers & Equipment | 24% | Current Price |
| G20 | Special Application Vehicles & Equipment | 24% | Current Price |
| G25 | Aeration & Equipment | 24% | Current Price |
| G30 | Debris Maintenance & Equipment | 24% | Current Price |
| G35 | Golf Fleet Management | 13% | Current Price |
| | **Ag Equipment** | | |
| A2 | Tractors: 5045E, 5055E, 5065E, 5075E | 14% | Current Price |
| A2 | Tractors: 5090E, 5090EL, 5100E | 19% | Current Price |
| A2 | Tractors: 5000Ms, Rs, GLs, GVs, GNs, MHs and MLs | 22% | Current Price |
| A2 | Tractors: 6000 - 9000 Series | 24% | Current Price |
| A3 | Combines | 22% | Current Price |
| A4 | Cotton | 22% | Current Price |
| A5 | Hay & Forage | 22% | Current Price |

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|---|---|---|---|
| A6 | Tillage | 22% | Current Price |
| A7 | Planters, Drills & Air Seeder | 22% | Current Price |
| A8 | Sprayers | 22% | Current Price |
| A9 | Implements & Attachments | 24% | Current Price |
| A10 | Ag Management Solutions (AMS) | Discount same as Tractor's Discount | Current Price |
| | **Frontier Equipment** | | |
| Frontier | Cutting & Mowing | 18% | Current Price |
| Frontier | Material Handling | 18% | Current Price |
| Frontier | Landscaping | 18% | Current Price |
| Frontier | Planting & Seeding | 18% | Current Price |
| Frontier | Cotton | 18% | Current Price |
| Frontier | Hay & Forage | 18% | Current Price |
| Frontier | Tillage | 18% | Current Price |
| Frontier | Livestock Equipment | 18% | Current Price |
| Frontier | Snow Products | 18% | Current Price |

## Contract Updates

May 7, 2020 – Price Tab A10 was showing 4% discount and Price Page Date was "Discount same as Tractor's Discount". Changed discount column to "Discount same as Tractor's Discount" and Price Page Date to "Current Price".

March 11, 2020 – added leasing details.