EXHIBIT A

MASTER AGREEMENT
NUMBER E194-1482

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
P. O. BOX 1199
RICHMOND, VIRGINIA 23218-1199

CONTRACT AWARD
OPTIONAL USE

1. DATE ..... **November 5, 2012**
2. COMMODITY NAME ..... **Ground Maintenance Equipment**
3. CONTRACT NUMBER **E194-1482**
4. CONTRACT PERIOD ..... **November 5, 2012 through November 4, 2015**
5. COMMODITIES ..... **02000, 51500, 54500, & 76000**
6. AUTHORIZED USERS ..... **State Agencies and Other Public Bodies**
7. CONTRACTORS' eVA No. **V50000086729**
8. CONTRACTOR ..... **CNH AMERICA LLC/New Holland Agriculture**
9. CONTRACTOR'S PHONE NUMBER ..... **See Contact Information**
10. TERMS ..... **SPCC or Net 30 Days**
11. DELIVERY ..... **See delivery information**
12. F.O.B. ..... **Destination**
13. MINIMUM ORDER **$500.00**
14. USAGE ..... **OPTIONAL**
15. FOR FURTHER CONTRACT INFORMATION CONTACT: ..... **Mary L. Hicks-Coston, VCO**
    Phone: (804) 786-4068
    Fax: (804) 786-5413
16. ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES MAY BE VIEWED AND PRINTED AT THE DPS WEBSITE: www.eva.virginia.gov
17. **Notice To State Agencies:** This Contract is the result of a competitive solicitation and its use is optional for all state agencies. Other public bodies of the Commonwealth of Virginia are afforded the opportunity to purchase quality products at excellent pricing. This Contract is intended to cover the Commonwealth of Virginia and NASPO Participating States with their normal requirements for fourteen (14) categories for Ground Maintenance Equipment.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Mary L. Hicks - Coston

Statewide Contract Officer

CONTRACT INSTRUCTIONS
Contract # E194-1482

1. **Authorized Users:** Unless otherwise instructed by the Division of Purchases and Supply, state agencies, Institutions of higher education, and other public bodies of the Commonwealth of Virginia, to include cities, counties, towns, political subdivisions, and any approved NASPO Participants, may order ground maintenance equipment under this Contract.

2. **Renewals**: The initial term of the Contract is three (3) years. This Contract contains two (2) successive two-year renewal periods, and at a reasonable time (approximately four to six months) prior to the expiration, the decision as to whether to renew will be made by the Contract Officer.

3. **Purchase Orders**: Agencies, Institutions, and all other governmental bodies shall place all orders against this optional use term Contract through eVA. The orders will be governed by this Contract and the terms and conditions contained in the separate agreement for participation in eVA executed by the Contractor. Exclusion from the use of eVA for orders under this Contract is over-the-counter Small Purchase Charge Card; (SPCC) made at the point of sale and picked up by the individual cardholder and all NASPO Participating States orders.

4. **Contact Dealer Information**: Under this Contract, all agencies, institutions of higher education, and other public bodies of the Commonwealth of Virginia, to include cities, counties, towns, political subdivisions, must contact their "local preferred dealer" listed in **ATTACHMENT C, Commonwealth of Virginia dealers**. The agencies End Users shall contact only the dealer that is located in your vicinity for the purchase of equipment, and any aftermarket service agreements that may be required on equipment purchased under this contract. Services are not included under this contract; however, an agency may contract with the contactor to acquire a negotiated price for a service maintenance agreement for purchased equipment. NASPO Participants upon approval by the Contractor will be provided with a list of dealers for that participating state.

5. **Equipment Selection:** End Users under this Statewide Contract are required to contact the your "preferred local dealer" or Contractor for the selected equipment that meet or exceed your requirements from the approved Categories by line item, and any additional approved basic unit(s) listed in the Categories. In order to meet your specific requirements, additional attachment/implements may be required to reconfigure the equipment to meet your specifications.

6. **Clean Air Act for Off Road Vehicles using Diesel Fuel - Tier 4:** All equipment that is provided under this Contract that falls under the Clean Air Act for Off Road Vehicles using Diesel Fuel - Tier 4 must be provided in accordance to any regulations set forth to meet the Code of Federal Regulation (CFR) for Tier 4, effective January 1, 2013. The Environmental Protection Agency produced a progressive series of emissions standards for all new off-road diesel engines, which are known as the Tier 4 Emission Standards.

7. **Written Quotations:** End Users must obtain a written quote from the selected Dealer that must include; but not limited to: the percentage of discount off the currently approved manufacturers published price list, net cost, contract number, delivery time, make, model, attachments/implements (if requested), with a description of the equipment, and warranty.

8. **Price List and Catalogs:** Contractor or Dealer(s) are required, upon request of any user, to provide the user with catalogs and descriptive literature, and a listing of authorized dealers for any NASPO participating states per terms and conditions stipulated under this Contract. This information is to be provided to the ordering agency within (5) business days of the request.

9. **Delivery Service**: This Contract contains approved equipment specifications for basic units manufactured by the Contractor per Category(s) and line item less a firm percentage of discount against the manufacturer approved current published price list. For specific delivery information, refer to the **PRICING INFORMATION, ATTACHMENT B** attached. In the event the item is not in stock and the delivery timeframe cannot be met, the Contractor shall contact the ordering agency to ascertain whether a back order is acceptable or to cancel the order.

10. **Inspection/Approval**: Inspection on delivery and approval of Contractor's invoice is the responsibility of the receiving State Agency, Institution, or Public Body. If found to be defective or if it fails in any way to meet the specifications of the Contract, it may be rejected. The Contractor will replace all rejected equipment within the stated lead-time or less based on availability of the equipment.

11. **Transportation Charges:** All equipment shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order of $500.00, when shipped to a single or multiple destinations to any location within the Commonwealth of Virginia or any NASPO participating state. Orders for less than the minimum order will be shipped prepaid, with transportation charges added to the invoice as a separate line item. Transportation charges levied by the Contractor for orders equal to, or greater than the minimum order, when shipped to a single or multiple destinations, may be cause for removal of the Contractor from the Contract. The Contractor shall not add freight charges for back orders to an invoice where the original total price of an order exceeded the minimum order. The Contractor shall assume full responsibility of freight charges for partial shipment and back orders.

12. **Delivery:** Delivery will be complete within the delivery schedule listed under **ATTACHMENT B - Pricing Information under Delivery** after the receipt of purchase order (ARO). In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with **Section XII. General Terms and Conditions, Item P,** the Commonwealth, after due oral or written notice, may procure the equipment from other sources, and hold the Contractor responsible for any resulting additional purchase and administrative costs.

13. **Returns:** Any equipment delivered damaged or does not meet Contract written specifications, may be returned at the discretion of the ordering agency and the Contractor. The End User must contact the Contractor's Dealer for return goods authorization (RGA) prior to returning the equipment to the Contractor or Dealer within 30 days. The Contractor shall issue a credit for the returned goods immediately upon receipt of the equipment at their designated facility. The Contractor(s) shall not charge End Users for returns in the event that the Contractor shipped incorrect equipment or the items did not meet the Contract specification.

    The Commonwealth of Virginia General Terms and Conditions and this Contracts Special Terms and Conditions take precedent over any return policy statements of the contractor in the event of a conflict.

14. **Equipment Trade-Ins:** End Users that wish to trade-in equipment toward the purchase of "new equipment" under this Contract may do so, if permitted by their internal policies. The trade-in value will be determined by negotiation between the agency's End-Users and the selected local Dealer. Upon mutual agreement of a trade-in value, the description of the equipment and the trade-in value will be itemized on the End User's purchase order and the trade-in value will be deducted from the Contract price. The Dealer will invoice the End User for the Contract purchase price less the trade-in value.

15. **Warranty:** Equipment furnished under this Contract is warranted for a minimum of one year after receipt of Equipment or by the most favorable commercial warranty offered by the contractor given to any customer for such goods or services. The Contractor's equipment sold under this Contract comes with a standard 12-month warranty. The End Users may purchase an extended warranty services agreement at the Dealer's standard extended warranty service rate agreed upon by the End Users and Contractor's local dealer, prior to purchase of the new equipment.

16. **Material Safety Data Sheets:** The Contractor shall provide material Safety Data Sheets and descriptive literature, if applicable, upon request.

17. **Special Education or Promotional Discounts:** The Contractor shall extend any special educational or promotional sale prices or discounts immediately to the Commonwealth during the term of this Contract. Such notice shall also advise the duration of the specific sale or discount price.

18. **Quantity Discount:** has offered the following multiple Unit Discount, excluding Frontier Products. Add the Contract discount to the multiple unit discount (ex: Discount + Multiple Unit Discount = Total Contract Discount). Discounts are based on the following schedule:

Quantity	Discounts	Published Price List
6 – 10 basic units	3%	Current approved PPL
10 + Units or more	4%	Current approved PPL

The Contractor at its discretion may offer additional discounts based on volume in conjunction with any promotional discount that is in effect at the time of order.

19. **Mandatory Acceptance of Small Purchase Charge Card:** The Contractor must accept payment by the Commonwealth of Virginia's small purchase card Contractor that is in effect at the time of order, currently Bank of America (BOA) Visa (unless waived by DPS) within 90 days of contract award. Payment for orders issued against the contract(s) must allow the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. Contractor's card account must be at Level 2, which is mandatory or Level 3, which is optional.

20. **EQUIPMENT REPLACEMENTS, SUBSTITUTION & OBSOLETE ITEMS**: Substitution of a manufacturer product, brand, or equipment after award of this Contract is expressly prohibited unless approved in writing by the Division of Purchases and Supply's Contract Officer. The agency at its discretion may require the Contractor to provide a substitute item of equivalent or better quality, subject to the approval by the Contract Officer, at the same contracted percentage of discount(s), if the product for which the contract was awarded becomes unavailable or obsolete to the dealer/distributor. Upon notification by the manufacturer or the dealer/distributor, stating that a product is being discontinued, the Contractor must contact the Contract Officer in writing for verification and consideration. Any obsolete or discontinued items must have written approval from the Contract Officer prior to making new/replacement product available to the end-users. Upon written approval from the Contract Officer, the Contractor may offer the new product as a direct or comparable replacement to all agencies and End Users. A Contract Modification will incorporate the new Published Price List that contains the new equipment at the time of renewal annually. The Contractor must offer the same percentage of discount based on the Contract award for all replacements for obsolete/discontinued items or equipment. Approval is contingent upon compliance with the following conditions:

    1. The Contractor requests approval in writing to the Contract Officer.
    2. The replacement equipment must offer the same or greater specifications than the product being replaced. The replacement equipment shall meet or exceed all performance level minimum specifications including accessories.
    3. The replacement equipment must be offered at the same percentage of discounts for the term of the Contract.

    The Equipment offered in response to this solicitation should be the "newest product model" of the equipment available from the manufacturer. Ground maintenance equipment advertised as standard equipment in manufacturer's current Published Price List shall be furnished as standard equipment. No prototype, demo products, or rebuilt product will be accepted.

21. **Equipment/Services:** Contractor must provide warranty service and aftermarket services, if requested by an agency (for equipment purchased under this Contract), through their local dealer network by location at the dealers established service rate(s). The Dealer's service rates are not subject to the OEM's Contract discount(s). Service rates shall be quoted by the Contractor or dealer and approved by the End User or agencies authorized personnel, prior to entering an order in the eVA. The Commonwealth of Virginia and its users, and any other NASPO Participating state, must be provided "aftermarket" service for equipment purchased under this Contract. The brands offered by the Contractor must have a minimum of three (3) authorized service dealers in each state. One of the factory authorized services dealer should be in the area of the user's location to provide services.

22. **Contract Participation:** Contractors that accept NASPO's Cooperative Participation Agreement should accept the NASPO Agreement in its entirety. Each NASPO state that wishes to participate in this Contract must submit their Cooperative Participation Agreement directly to the Contractor for acceptance.

a) The WSCA-NASPO suggested Terms & Conditions outlines the requirements of the consortium, on an as needed basis under the same terms and conditions, including the firm percentage of discounts pricing in this Contract Award of the Commonwealth of Virginia or Participating Addendums. This Contract is being awarded with the understanding and agreement that it is for the sole convenience of the Participating Entities. The Participating Entities reserve the right to obtain like goods from other sources at the Participating Entity's discretion.

b) Participating NASPO Entities:

1) Upon the award of a Contract and the request and acceptance of a participating NASPO Entity, the Contractor shall provide each participating NASPO Entity, by state, with a list of dealers authorized to sell the approved equipment listed herein on that Manufacturer's Published Price List for that state by assigned territories, "if applicable". These documents should be required "**only"** at the time a NASPO Participating State has been accepted by a Contractor, and added as a Participating State under the Contract by a written Modification to this Contract by the Commonwealth' (DPS) Purchasing Officer.

2) Participating NASPO Entities that agree to participate in this Contract Award shall receive the Contractor's contracted firm Percentages of Discounts. The dealers list received from the Contractor for that state shall include at a minimum the following information:

a) Contract number and Contact name; Phone number and Fax number and Email address.

23. **LEAD OFFICE CONTACT INFORMATION:** The Commonwealth of Virginia, Division of Purchases and Supply is the Lead State administrating the Contract management. The Commonwealth of Virginia's General and Special Terms and Conditions will govern the resulting contracts. The Contract Administrator for this Contract at the Department of General Services - Division of Purchases and Supply is:

Mary L. Hicks-Coston, VCO
Statewide Procurement Officer
1111 East Broad Street
Richmond, VA 23219
Email: mary.coston@dgs.virginia.gov
Voice: 804-786-4068
Fax: 804-786-5413

24. **CONTRACTORS CONTACT INFORMATION:** The Contractor's direct contact information for this Contract at the Department of General Services - Division of Purchases and Supply is as follows:

CNH America LLC /New Holland Agriculture
500 Diller Ave (MS248)
New Holland, Pa 17557
Wayne H. Crow Account Manager, Government & Fleet Sales
Telephone: 717-355-1683
Fax: 877-764-1369
Email: wayne.crow@cnh.com

For direct orders, please follow the Instructions provided below under ***CATEGORY AND CATALOG DISCOUNTS INSTRUCTIONS.***

25. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available

as an option under this Contract.

Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

CATEGORY AND CATALOG DISCOUNT INSTRUCTIONS.
Contract # E194-1482

Attachment A and B that follows this Contract Award Document includes the only approved equipment by Category and line item specifications. Each Category listed includes a completely configured unit to meet the specifications listed in Attachment A. Each Category in Attachment B includes a complete unit on line item one, to match the specification in Attachment A. The End Users may reconfigure this line item basic unit and/or all other basic units listed in each Category to meet their specification. Attachment B includes the manufacturer's model number, list price, less the firm percentage of discount for the basic unit. The basic unit(s) may be configured using the attachment/implements options per the published price listed with the firm percentage of discounts to meet the needs of the End Users. The Manufacturers' current published price, less the percentage of discount, unit price and the current published price list effective date by Category and by line item are on Attachment B.

TO USE THESE PRICE SHEETS PROCEED AS FOLLOWS:

ATTACHMENT A: APPROVED CONTRACT SPECIFICATIONS BY CATEGORY AND LINE ITEM FOR GROUND MAINTENANCE EQUIPMENT:

1) Identify the Commodity Category. Search the individual Category per line item listed in Attachment A for your required specification. Each Category listed in Attachment A includes specification for the basic unit, and may include additional order codes (attachments/implements or options) that meet or exceed the minimum specification in Attachment A.

2) Contact the "preferred dealer" or Contractor to determine if the item(s) needed is covered under this Contract. If model number is not listed on Attachment A and B, it is not covered under this Contract. Only the basic units listed by Category with the manufacturer's model number(s) are covered under this Contract. Contractor percentage(s) of discount will not apply to equipment not covered under this Contract.

ATTACHMENT B: Contract Pricing, Model Numbers, Delivery & Effective Published Price List by Category and Line Item for Ground Maintenance Equipment:

1) After you have identified equipment specifications in Attachment A, proceed to Attachment B for pricing information. The items that are listed in Attachment B, Pricing Information are based on the manufacturer's published price list per category and line item, less a firm percentage of discount.

2) If the line items listed do not meet your required specification, the agency's End User must contact their "preferred local Dealer" to configure the listed basic unit with the additional attachment/implements to meet their desired specifications and to obtain a written quote. The written quotation must include the contract number, the manufacture's list price less the percentage of discount and the effective date of the price list.

3) Upon receipt of your written quotation from your "preferred dealer", and with the authorized approval at your agency, the agencies' End User **must then submit their purchase order through eVA directly to the Contractor.**

4) Your "preferred local Dealer", which must be referenced on your order, will deliver and set-up your equipment F.O.B. Destination. **New Holland Agriculture, will bill your agency for equipment ordered, and be responsible for all eVA fees.**

ATTACHMENT C: Commonwealth of Virginia New Holland Agriculture's Authorized Dealers ~~

1) Find **Attachment C**, which includes all of New Holland Agriculture, authorized Dealers for the Commonwealth of Virginia. Any dealers that are not listed **on Attachment C** cannot offer a quotation on behalf of New Holland Agriculture using the fixed firm percentage of discount under this Contract.

2) End Users electing to use this "optional" use contract shall contract only with the Contractor or Dealer(s) listed herein, in order, to receive the firm percentage of discount offered through New Holland Agriculture.

COMMONWEALTH of VIRGINIA

Department of General Services

Division of Purchases and Supply

1111 East Broad Street
P.O. Box 1199
Richmond, Virginia 23218-1199
(804) 786-3842
FAX (804) 225-3707

ADDITIONAL eVA ORDERING PROCEDURES

Date:	December 18, 2012
Contract No.:	E194-1482
Issued By:	Commonwealth of Virginia Department of General Services Division of Purchases and Supply
Contractor:	Case New Holland
Commodity:	Ground Maintenance Equipment

These instructions are in addition to the Instructions listed in Attachment C of the original Contract Award dated November 5, 2012 as follows.

Procedures to order Ground Maintenance Equipment through eVA.

Case New Holland will establish a link on their Website to gain access to the Commonwealth of Virginia awarded Contract E194-1482 for Ground Maintenance Equipment, which will be accessed by clicking the link below:

https://dps.dgs.virginia.gov/dps/contracts/CovaContractDetail.aspx?ContractNumber=E194-1482.

This link provides the end users for CNH's equipment with the instructions of how to contact the dealers for a quote. Once a quote has been generated, the end user will need to order their equipment through the non-catalog process based on the quotation obtained from the Case New Holland dealer. The buyer must provide the **NIGP Code**, the **Contract Number, Model number, and description of the basic unit with the Dealers Name and Quote number referenced** in the description. The end user or buyer must also a**ttach the Quote** received from the dealer to the order.

Example:

Buyer links to the state contract for Case New Holland

eVA Virginia's Total e-Procurement Solution

eVA Home

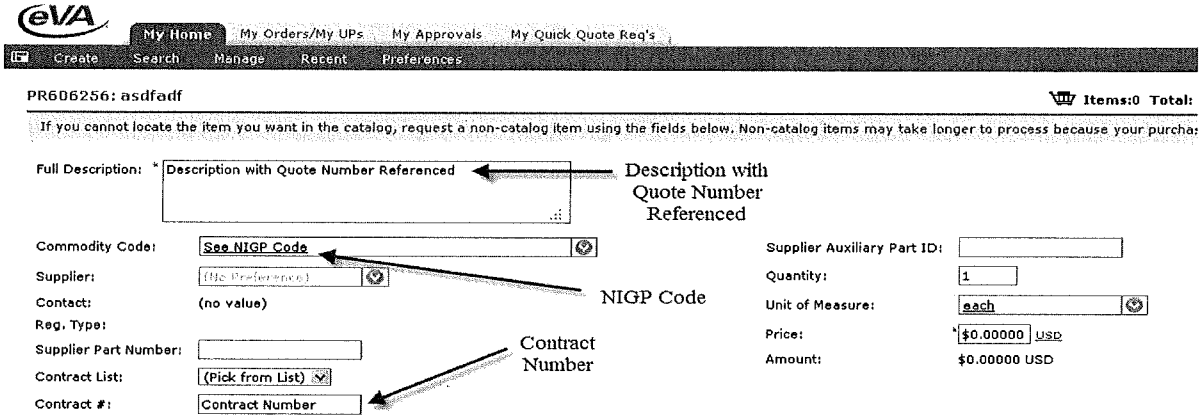
Contract Files

Return to Contracts

Document	Contract Number
CONTRACT AWARD	E194-1482
Attachment A - Specifications	E194-1482
Attachment B - Price Schedule	E194-1482
Attachment C - Dealer List	E194-1482

The end user shall choose from the Attachment C – Dealer List the appropriate dealer from their area. Based on requested specifications from the end user, the dealer must provide an itemized quote based on the specifications required by the agency. The end user shall create a Requisition in eVA with one non-catalog line that shall includes the NIGP Code, the Contract Number, the Dealers Name and Quote number and a complete description of the base unit being purchased. Any order received from an agency that does not include the above minimum information, must be rejected by the Contractor. The Contractor must notify the agency and advise them to modify their purchase order in eVA to inculde the minimum information required. Equipment ordered *shall not* be delivered by the Contractor until the purchase order has been revised to include the minimum information requested.

Reference the eVA Requisition Page below for the entry of the required information stated above.



Except for the changes provided herein, all other terms and conditions of this Contract remain unchanged and in full force and effect.

Mary L. Hicks-Coston, VCO
Statewide Contract Officer
Phone: 804-786-4068
Fax: 804-786-5413

COMMONWEALTH of VIRGINIA

Department of General Services

Division of Purchases and Supply
1111 East Broad Street
P.O. Box 1199

Richmond, Virginia 23218-1199
(804) 786-3842
FAX (804) 225-3707

REVISED CONTACT INFORMATION:

Katherine Bosdell, CPPB, VCO

Statewide Contract Officer

Phone: 804-786-2397

Fax: 804-786-5413

katherine.bosdell@dgs.virginia.gov

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
1111 E. BROAD STREET, 6th Floor
P.O.BOX 1199
RICHMOND, VIRGINIA 23218-1199

NOTICE OF CONTRACT CHANGE

(CHANGES MADE TO THIS CONTRACT ARE INDICATED IN RED HIGHLIGHTS)

DATE: January 28, 2013

CONTRACT NO.: E194-1482

CONTRACT CHANGE NO.: 1

COMMODITY: Ground Maintenance Equipment

AUTHORIZED USERS: State Agencies and Other Public Bodies

CONTRACTOR: CNH America LLC /New Holland Agriculture

ITEMS: All Items

EFFECTIVE DATE: February 1, 2013

THIS CHANGE NOTICE IS BEING ISSUED TO CHANGE THE CONTACT INFORMATION FOR **CNH AMERICA LLC /NEW HOLLAND AGRICULTURE** CONTRACT AS LISTED BELOW AND ON THE ATTACHMENT B – PRICING SCHEDULE.

CNH AMERICA LLC /NEW HOLLAND AGRICULTURE
500 DILLER AVE (MS248)
NEW HOLLAND, PA 17557
CONTACT: AMY SWETT, ACCOUNT MANAGER, GOVERNMENT & FLEET SALES
TELEPHONE: 717-355-1686
FAX: 877-764-1369
EMAIL: AMY.SWETT@NEWHOLLAND.COM

All other Terms and Conditions of the original Contract remains unchanged.

Mary D. Hicks - Costas

Statewide Contract Officer, VCO
Phone: (804) 786-4068
Fax: (804) 786-5413