

## Statewide Information Sheet

<b>Statewide Contract Number</b>	SWC80775		
<b>Name of Contract</b>	Lawn and Garden Mowers		
<b>Effective Date</b>	December 2, 2007		
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## Vendor Information Sheet

**Vendor Name:** Jerry Pate Turf and Irrigation, Inc.

Contract Information			
<b>Statewide Contract Number</b>	SWC80775		
<b>PeopleSoft Vendor Number</b>	0000369830	<b>Location Code</b>	001
Vendor Name & Address			
Jerry Pate Turf and Irrigation, Inc. 5350 Tulane Drive Atlanta, GA 30336	<u>Awarded Manufacturer</u> Toro		
Contract Administrator			
<a href="#">Christina Catone</a> Telephone: 404-346-5340 Ext: 1109 Fax: 404-349-0019			
Contact Details			
<b>Ordering Information</b>	Jerry Pate Turf and Irrigation, Inc. 5350 Tulane Drive Atlanta, GA 30336		
<b>Remitting Information</b>	Jerry Pate Turf and Irrigation, Inc. 5350 Tulane Drive Atlanta, GA 30336		
<b>Delivery Days</b>	Orders will be shipped within 30 days after receipt of Purchase Order		
<b>Discounts</b>	N/A		
<b>Payment Terms</b>	Net 30 days		
<b>Bid Offer includes</b>	State and Local Government		
<b>Acceptable payment method</b>	Vendor will accept purchase orders and the Purchasing Card for purchases under this contract as permitted by current policies governing the purchase card program.		

## Vendor Information Sheet

**Vendor Name: John Deere Company**

Contract Information			
<b>Statewide Contract Number</b>	SWC80775		
<b>PeopleSoft Vendor Number</b>	0000008285	<b>Location Code</b>	001
Vendor Name & Address			
John Deere Company 2000 John Deere Run Cary, NC 27513		<u>Awarded Manufacturer</u> John Deere Company	
Contract Administrator			
<a href="#">Andrew Hill</a> email: HillJrAndrew@JohnDeere.com Telephone: 919-804-2851 Fax: 309-749-2313			
Contact Details			
<b>Ordering Information</b>	John Deere Company 2000 John Deere Run Cary, NC 27513		
<b>Remitting Information</b>	John Deere Company 21748 Network Place Chicago, IL 60673-1217		
<b>Delivery Days</b>	Orders will be shipped within 30 days after receipt of Purchase Order		
<b>Discounts</b>	N/A		
<b>Payment Terms</b>	Net 30 days		
<b>Bid Offer includes</b>	State and Local Government		
<b>Acceptable payment method</b>	Vendor will accept purchase orders and the Purchasing Card for purchases under this contract as permitted by current policies governing the purchase card program.		

## Vendor Information Sheet

**Vendor Name:** Moridge Manufacturing, Inc.

Contract Information			
<b>Statewide Contract Number</b>	SWC80775		
<b>PeopleSoft Vendor Number</b>	0000053180	<b>Location Code</b>	001
Vendor Name & Address			
Moridge Manufacturing, Inc. P.O. Box 810 Moundridge, KS 67107	<u>Awarded Manufacturer</u> Grasshopper		
Contract Administrator			
<a href="#">Brent Dobson</a> Telephone: 620-345-8621 Fax: 316-462-0593			
Contact Details			
<b>Ordering Information</b>	Brent Dobson Bid Department Moridge Manufacturing, Inc. P.O. Box 810 Moundridge, KS 67107		
<b>Remitting Information</b>	Moridge Manufacturing, Inc. P.O. Box 810 Moundridge, KS 67107		
<b>Delivery Days</b>	Orders will be shipped within 30 days after receipt of Purchase Order		
<b>Discounts</b>	N/A		
<b>Payment Terms</b>	Net 30 days		
<b>Bid Offer includes</b>	State and Local Government		
<b>Acceptable payment method</b>	Vendor will accept purchase orders and the Purchasing Card for purchases under this contract as permitted by current policies governing the purchase card program.		

## Vendor Information Sheet

**Vendor Name:** The Whitson Company d/b/a Power Tool Company

Contract Information			
<b>Statewide Contract Number</b>	SWC80775		
<b>PeopleSoft Vendor Number</b>	0000336357	<b>Location Code</b>	001
Vendor Name & Address			
The Whitson Company d/b/a/ Power Tool Company P.O. Box 5987 1709 Lamons Lane Johnson City, TN 37602	<u>Awarded Manufacturers</u> SCAG		
Contract Administrator			
<a href="#">Todd Bohon</a> Telephone: 423-926-2174 Fax: 423-926-1679			
Contact Details			
<b>Ordering Information</b>	The Whitson Company d/b/a/ Power Tool Company P.O. Box 5987 1709 Lamons Lane Johnson City, TN 37602		
<b>Remitting Information</b>	The Whitson Company d/b/a/ Power Tool Company P.O. Box 5987 1709 Lamons Lane Johnson City, TN 37602		
<b>Delivery Days</b>	Orders will be shipped within 3 days after receipt of Purchase Order		
<b>Discounts</b>	N/A		
<b>Payment Terms</b>	Net 30 days		
<b>Bid Offer includes</b>	State and Local Government		
<b>Acceptable payment method</b>	Vendor will accept purchase orders and the Purchasing Card for purchases under this contract as permitted by current policies governing the purchase card program.		

## **Contract Summary**

This contract is established with multiple vendors for the provision of Lawn and Garden Mowers.

Authorized Purchases include:

State of Georgia Departments, Agencies, Authorities, Boards, Commissions, Offices, College and Universities, as well as Cities, Townships, Counties and other Political subdivisions.

All vendors provide sales of new equipment and some provide leasing. If a lease is required, the following lease agreement must be utilized.

Please see special terms, conditions and specifications for details.

## Awarded Manufacturers

**Following is a list of manufacturers on this contract:**

Toro	Jerry Pate Turf and Irrigation, Inc.
John Deere	John Deere Company
Grasshopper	Moridge Manufacturing
SCAG	The Whitson Company d/b/a Power Tool

New Holland  
Bushhog  
Kubota

Equipment Changes:

Lawn and Garden Updating Mower Models:

This statewide contract includes: Lawn & Garden mowers and additional accessories from multiple manufacturers. Over the life of this statewide contract, DOAS expects changes to occur in the lawn and garden mower lines offered by these manufacturers. The statewide contract permits the awarded lawn and garden mowers to be updated. For example, all awarded vendors may request approval from DOAS to replace discontinued lawn and garden mowers with new lawn and garden mowers. In approving any requests for changes to the awarded lawn and garden mower models, DOAS will consider whether the "new" mower model will meet the specifications of the statewide contract. In addition, the "new" model would have to be offered at the current price of the mower model to be discontinued. If approved by DOAS, the model information would be updated on the DOAS website. Any adjustments to price will occur in accordance with the statewide contract provisions concerning price increases.

## Lease, Trade-In & Loaners

The following vendors offer a lease option:

Jerry Pate Turf and Irrigation, Inc.  
Morige Manufacturing, Inc.  
The Whitson Company d/b/a Power Tool Company

The following vendors accept trade-ins:

Jerry Pate Turf and Irrigation, Inc.  
John Deere Company  
Morige Manufacturers, Inc.  
The Whitson Company d/b/a Power Tool Company

**NOTE: Trade-in's must be pre-approved by DOAS Surplus Property. Please call: (770) 414-6468**

The following vendors offer loaner vehicles:

Jerry Pate Turf And Irrigation, Inc.  
"Loaner vehicle availability is determined on a case by case basis."

Morige Manufacturers, Inc.  
"We would be willing to offer loaner mowers if the service or warranty work will take greater than 4 days to complete."

The Whitson Company d/b/a Power Tool Company  
"Loaner vehicles available if like demo equipment is available with repair time being the controlling factor on the loaner term."



The following vendors will provide support to all 12 Regions:

Jerry Pate Turf and Irrigation, Inc.

John Deere Company

Moridge Manufacturing, Inc.

The Whitson Company d/b/a Power Tool Company

## Contract Renewals/Extensions/Contract Change Information

- Effective January 16, 2008, The Whitson Company d/b/a Power Tool Company has discontinued 5 Mowers and replaced 1 Mower. The discontinued items are highlighted in red and the replacement item highlighted in green on the Mowers Master Pricing Schedule.
- Effective February 1, 2008, The Whitson Company d/b/a Power Tool Company will increase prices by 2.5%. See Mowers Master Pricing Schedule.
- Effective March 26, 2008 Coye Consultants, Inc. contract was assigned to Jerry Pate Turf and Irrigation, Inc. All reference to Coye Consultants, Inc. has been changed to Jerry Pate Turf and Irrigation, Inc.
- Effective April 1, 2008 Moridge Manufacturing, Inc. discontinued 3 models and replaced them with items highlighted in green on the Mowers Master Pricing Schedule.
- Effective April 1, 2008 John Deere Company discontinued 3 models and replaced them with the items highlighted in green on the Mowers Master Pricing Schedule.
- Effective May 27, 2008 Jerry Pate Turf & Irrigation, Inc. increased pricing by 3% on Mowers 22-42. Items are highlighted in yellow.
- Effective July 28, 2008 John Deere Company discontinued the F687 air cooled, gas, hydrostatic drive, pto drive to mower deck and replaced it with the Z820A. The item is highlighted in green on the Mowers Master Pricing Schedule.
- Effective January 13, 2009 Jerry Pate has discontinued Model #'s "30582 GM580D" and "30583 GM580D". These models are no longer displayed on the Master Pricing Schedule.
- Effective January 28, 2009, Jerry Pate has discontinued Model #'s 30410-4WD, 30411-4WD, 40410-4WD5432, 30856-4WD, AND 30868-4WD. These Models are no longer displayed on the Master Pricing Schedule

### **Amendment#1**

**Effective Date of this change:** March 18, 2009  
**Initial Effective Date of Contract:** December 2, 2009  
**Expiration Date:** December 1, 2009

This Amendment is for the Assignment of Wade Tractor & Equipment, Inc., and Lashley Tractor Sales. All inquiries for Wade Tractor & Equipment, Inc. should be directed to Lashley Tractor Sales.

- Effective April 1, 2009, Jerry Pate's pricing will increase by 2.63% on the following products, previously supplied by Coye: **Model#s 74903, 74291, 74292, 74293, 74295, 74297**. Additionally, the following Jerry Pate Models have been discontinued **74417, 74282, 74283, 74284, 74253, 74254, 74266, 74267, 74268, 74269**
- Effective July 1, 2009, Lashley Tractor Sales pricing will increase by 2.4%.

### **Renewal #1**

**Effective Date of this change:** December 1, 2009  
**Initial Effective Date of Contract:** December 2, 2007  
**Expiration Date:** December 2, 2010

This contract has been renewed for an additional year at the same terms and conditions with the same vendors. The cover page of this contract has been updated to reflect the new expiration date.

- Effective March 18, 2010, PowerTool pricing will increase by 1%. Additionally, PowerTool discontinued the following Scag Mowers: PN#8460/8613 - SCAG Turf Tiger Briggs Van Guard (Model#5154500025), PN#8902 - SCAG Freedom Zero Turn Mower (Model#5154500008) and PN#8903 - SCAG Freedom Z Turn Mower (Model#515400009).
- Effective March 29, 2010, Jerry Pate discontinued the following lawnmowers: item ID#5155600037, Item ID#5155600038, Item ID# 5155600039, Item ID 5155600040, Item ID# 5155600041, Item ID# 5155600042 and Item ID# 5155600043.

### **Extension #1**

**Effective Date of this extension:** December 2, 2010  
**Initial Effective Date of Contract:** December 2, 2007  
**Expiration Date:** April 1, 2011

This contract has been extended for an additional (4) four months at the same prices.

**Extension #2**

<b>Effective Date of this Extension:</b>	<b>April 2, 2011</b>
<b>Initial Effective Date of Contract:</b>	<b>December 2, 2007</b>
<b>Expiration Date:</b>	<b>July 1, 2011</b>

This contract has been extended for an additional (3) three months at the same prices, terms, and conditions. Lashley Tractor Sales has elected not to continue as a supplier on this contract.

## Lease Agreement

Statewide Contract Number: SWC 080775

### STATE OF GEORGIA STANDARD AGENCY AGREEMENT FOR RENTAL AND LEASE

Agreement between

, an Agency of the State of Georgia, as Lessee, hereinafter referred to as the User Agency, and

, as Lessor, hereinafter referred to as the Contractor, for the

("Rental" [12 consecutive months or less] or "Lease" [more than 12 consecutive months] ), of certain equipment. Subject to the terms and conditions set out below, the Contractor

("rents" or "leases") to the User Agency the equipment as described below:

[Insert Complete Description of Equipment]

#### 1. PAYMENTS

In consideration for the \_\_\_\_\_ ("Rental" or "Lease") of the equipment covered herein, the User Agency shall pay to the Contractor for the equipment the sum of \$\_\_\_\_\_ per \_\_\_\_\_ (day, week, month, quarter, year) as rent during the term of this agreement or any renewal hereof.

## 2. TERM

This agreement shall begin on the date that the equipment is accepted by the User Agency and shall continue until the close of business of the then current fiscal year of the State of Georgia, unless renewed pursuant to paragraph #3.

## 3. OPTION TO RENEW

The User Agency is hereby granted \_\_\_\_ successive options to renew this agreement for additional terms of one fiscal year each (July 1 - June 30), and one final option to renew this agreement for a period sufficient to make the total extended term of this agreement \_\_\_\_\_ months, all upon the same terms and conditions, provided, that such options shall be exercisable solely and exclusively by the User Agency.

## 4. EARLY TERMINATION CHARGES

The payments set out herein are based upon the expectation of the parties that the User Agency will exercise all of the options to renew granted to it. In the event that the User Agency should fail to exercise all of said options to renew, it shall pay to the Contractor as additional rental for the concluding terms:

[Insert Description of Early Termination Fee, if any]

## 5. RETURN OF EQUIPMENT

Unless title to the equipment is transferred to the User Agency as provided in paragraph #7, the Contractor may, upon the expiration of the last renewal options exercised by the User Agency or upon an early termination pursuant to paragraphs #4 , #16 or #17, enter the premises of the User Agency and remove the equipment. In the event of early termination after the passage of title to the User Agency, and without full payment of the outstanding balance of the purchase price being tendered by the User Agency to the Contractor, title shall be transferred to the Contractor pursuant to paragraph #6.

## 6. INITIAL CONDITION OF EQUIPMENT

Any equipment leased or purchased hereunder shall be \_\_\_\_\_ ("new", "remanufactured", "reconditioned", etc.).

## 7. TITLE

The equipment is and shall at all times remain the sole property of the Contractor, and the User Agency shall have or acquire no right, title or interest therein, except as set forth in paragraph #8.

## 8. TRANSFER OF TITLE

The User Agency shall have the option of purchasing any equipment acquired by lease or rental hereunder at any time during the term of this agreement or any renewal thereof or upon the expiration of the last renewal term of this agreement for a price equal to: [Insert Price] upon notifying the Contractor of its intent to purchase or pay for the equipment, such notification to be made by issuance of a Purchase Order Correction. There shall be no prepayment penalties assessed for early pay out.

## 9. TOTAL OBLIGATION

The total obligation which the User Agency may incur in the **initial** term of this agreement is \$\_\_\_\_\_. (Indicate amount due from the delivery of the equipment to either the next upcoming June 30 or the termination of the rental whichever comes first. Do not include Delivery or Installation charges [See Sections 10 and 11]). The total obligation which the User Agency may incur in each **renewal** term is as follows:

	<b>RENEWAL PERIOD</b>
<b>TOTAL DOLLAR OBLIGATION FOR PERIOD</b>	

* First Renewal:	_____
\$	

* Second Renewal:	_____
\$	

* Third Renewal:	_____
\$	

* Fourth Renewal:	_____
\$	

\* Fifth Renewal: \_\_\_\_\_  
\$

\* The first and subsequent renewals of the contract are determined by the State of Georgia's fiscal year (July 1- June 30 of the subsequent year). The final renewal may be less than one year. Do not include termination charges in the final renewal amount. Indicate such charges in Section 12.

#### 10. DELIVERY

Shipping and delivery costs, if any, shall be borne by

\_\_\_\_\_  
("Contractor" or "User Agency"), such costs not to exceed  
\$\_\_\_\_\_ (If shipping and delivery charges are to  
be paid by the User Agency, indicate an exact or "shall not exceed" dollar  
amount; if such charges are not applicable or are to be paid by the  
Contractor, indicate "Not Applicable"). Shipment/Delivery shall be FOB:  
Destination.

#### 11. INSTALLATION

The Contractor shall install the equipment at the location designated by  
the User Agency. Installation costs shall be borne by the  
\_\_\_\_\_ ("Contractor" or "User Agency"), such  
costs not to exceed \$\_\_\_\_\_ (If installation is to  
be paid by the User Agency, indicate an exact or "shall not exceed" dollar  
amount; if such charges are not applicable or are to be borne by the  
contractor, indicate "Not Applicable").

#### 12. TERMINATION/ RETURN OF EQUIPMENT CHARGES

Upon termination of the Rental or Lease period and all such renewals as  
shall be applicable, the User Agency shall pay as termination charges an  
amount not to exceed \$\_\_\_\_\_ (Indicate either an exact  
or "shall not exceed" amount or "Not Applicable" if there are no  
termination charges). Such termination charges shall include packing,  
shipping, handling and any other charges related to the return of the  
equipment from the User Agency to the Contractor. These termination  
charges represent the charges for normal termination of the contract and  
not the Early Termination Charges referenced in Section 4.



### 13. REPAIRS AND MAINTENANCE

Unless otherwise stated in paragraph #23, the Contractor shall maintain the equipment in good working order and will make all necessary adjustments and repairs. For this purpose the Contractor shall have full and free access to the equipment. The charge for such maintenance is included in the payment set out in paragraph #1.

### 14. TAXES

The User Agency will forthwith pay all taxes lawfully imposed upon it with respect to the equipment or this agreement. The Contractor will forthwith pay all taxes lawfully imposed upon it with respect to the equipment or this agreement. By this section, the User Agency makes no representation whatsoever as the liability or exemption from liability of the Contractor to any tax imposed by any governmental entity.

### 15. RISK OF LOSS

The Contractor shall assume all risk of loss of the equipment at all times during the term of this agreement or any renewal thereof.

### 16. PATENTS

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the User Agency and indemnify the User Agency against any award of damages and costs made against the User Agency by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the equipment constitutes an infringement of any United States Letters Patent; provided the User Agency gives the Contractor immediate notice in writing of the institution of such suit, permits the Contractor to fully participate in the defense of the same and gives the Contractor all available information, assistance and authority to enable the Contractor to do so. The Contractor shall not be liable for any award of judgment against the User Agency reached by compromise or settlement unless the Contractor accepts the compromise or settlement. The Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the User Agency unless approved by the Agency.

In case any of the equipment is in any suit held to constitute infringement and its use is enjoined, the Contractor shall, at its option and expense (1) procure for the User Agency the right to continue using the equipment; or (2) replace or modify the same so that it becomes non-infringing; or (3) remove the same and cancel any future charges pertaining thereto. The Contractor, however, shall have no liability to the User Agency if any such

patent infringement or claim thereof is based upon or arises out of; (1) compliance with designs, plans or specifications furnished by or on behalf of the User Agency as to the equipment; or (2) the use of the equipment in combination with apparatus or devices not supplied by the Contractor; or (3) the use of equipment in a manner for which the same was neither designed or contemplated; or (4) the claimed infringement of any patent in which the User Agency or any affiliate or subsidiary of the User Agency had any direct interest by license or otherwise. The foregoing states the entire liability of the Contractor for or resulting from patent infringement or claim thereof.

## 17. DEFAULT

Upon the failure of the User Agency to make any payment when due, or upon the failure of the User Agency to perform any other obligation imposed upon it by this agreement and upon the continuance of such failure after the receipt of written notice thereof from the Contractor, the User Agency shall be deemed to be in default hereunder. Upon the occurrence of any such default, the Contractor shall have the right, in addition to any other legal remedy available to it, to enter the User Agency's premises and remove the equipment.

## 18. FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable by the User Agency solely from appropriations received by the General Assembly of the State of Georgia. In the event such appropriations are determined in the sole discretion of the chief operating officer of the User Agency no longer to exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of the User Agency as of that moment (hereinafter referred to as "Event"). In such Event, the chief operating officer of the User Agency shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive. In the event of the User Agency's certification, the User Agency agrees not to replace before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment covered hereunder with equipment obtained from another contractor at the same or higher annual cost to the User Agency.

## 19. ASSIGNMENT

The Contractor may, with the prior approval of the User Agency, assign its right to receive payments hereunder, provided, that such assignment shall not relieve the Contractor of its responsibility to perform any duty imposed upon it herein.

## 20. SEVERABILITY

This agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein by other written consent. If any provision herein is held to be invalid, it shall be considered deleted here from and shall not invalidate the remaining provisions.

## 21. CHOICE OF LAW

This agreement shall be governed in all respects by the laws of the State of Georgia.

## 22. GENERAL

- a. The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof as if it had been fully set out herein. Provided, however, that in the event of a conflict between the terms and conditions contained therein and the terms and conditions of this agreement, the latter shall be controlling.
- b. The terms, conditions and specifications of the Request for Proposal or Request for Quote, if any, and/or any award made in connection with this transaction are incorporated herein by reference and made a part hereof just as if they had been fully set out herein.
- c. Items covered herein are exempt from Federal Excise Tax and from Georgia Sales and Use Tax.

## 23. DRUG-FREE WORKPLACE

- a. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.
- b. If Contractor is an entity other than an individual, it hereby certifies that:
  - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this contract; and
  - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- c. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made false certification hereinabove; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3."

## 24. ANTI-COLLUSION CLAUSE

In the event this agreement is entered into as the result of a competitive bid, the following paragraph shall be deemed to be applicable.

"I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for same materials, supplies, or equipment, and is

in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, and certify that I am authorized to sign this bid for the bidder (O.C.G.A. 50-5-67). I further certify that the provisions of the Official Code of Georgia Annotated 45-10-20 et. seq. have not and will not be violated in any respect."

**IN WITNESS WHEREOF, USER AGENCY AND CONTRACTOR HAVE EXECUTED THE AGREEMENT ON THE DATES SPECIFIED BELOW.**

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7.

**Contractor**

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Contractor's Name *(If other than an individual, state whether a corporation, partnership, etc.)*

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By <i>(Authorized Signature)</i>	Date Signed
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Printed Name and Title of Person Signing

---

Address

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8.

**User Agency**

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User Agency Name

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By <i>(Authorized Signature)</i>	Date Signed
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Printed Name and Title of Person Signing

---

Address

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