



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **25**
 to
 Contract Number **071B0200317**

CONTRACTOR	JOHN DEERE COMPANY
	2000 John Deere Run
	Cary, NC 27513
	Tamara Hebert
	(919) 804-2862
	govcontractsupport@johndeere.com
*****2580	

STATE	Program Manager	Various	MULTI
	Contract Administrator	Yvon Dufour	DTMB
		(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY				
GROUNDS & ROADSIDE EQUIP - VARIOUS AGENCIES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 20, 2010	August 19, 2013	2 - 1 Year	December 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		150 to 180 days. 2 to 5 days if in stock.		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
F.O.B				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,591,220.23	\$760,000.00	\$7,351,220.23		
DESCRIPTION				
Effective 11/10/2016, this Contract is increased by \$760,000. All other terms, conditions, specifications, and pricing remain the same. Please note the Vendor information has been changed to Tamara Hebert. Per agency request, DTMB Procurement approval, and State Administrative Board approval on 11/15/2016.				



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 24
to
Contract Number 071B0200317

CONTRACTOR	JOHN DEERE COMPANY
	2000 John Deere Run
	Cary, NC 27513
	Becki Shadmani
	(919) 804-2055
	shadmanirebeccad@johndeere.com
	*****2580

STATE	Program Manager	Various	Various
		Various	
		Various	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 284-6996	
		dufoury@michigan.gov	

CONTRACT SUMMARY				
DESCRIPTION: GROUNDS & ROADSIDE EQUIP - VARIOUS AGENCIES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 20, 2010	August 19, 2013	2 - 1 Year	August 19, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 days		150 to 180 days. 2 to 5 days if in stock		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
F.O.B				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	4.5 Months	December 31, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$6,011,220.23		\$ 0.00	\$6,011,220.23	

DESCRIPTION: Effective June 21, 2016, this contract is hereby extended through December 31, 2016. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request and agency agreement, DTMB Procurement approval, and State Administrative Board approval on June 21, 2016.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 23
 to
 CONTRACT NO. 071B0200317
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
John Deere Company 2000 John Deere Run Cary NC, 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(919) 804-2055	*****2580

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Various	Various	Various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufourey@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Grounds & Roadside Equip - Various Agencies			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2 - 2 Year	August 19, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		150 to 180 days. 2 to 5 days if in stock	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,011,220.23	\$ 580,000.00	\$6,591,220.23		

DESCRIPTION: Effective 5/16/2016, this contract is hereby increased by \$580,000.00. In addition, pricing on this contract is hereby updated, per www.johndeere.com/local (Select the State of Michigan in the drop box and click SUBMIT). All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on 5/17/2016.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 22
 to
 CONTRACT NO. 071B0200317
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
John Deere Company 2000 John Deere Run Cary NC, 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(919) 804-2055	*****2580

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Various	Various	Various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufourey@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Grounds & Roadside Equip - Various Agencies			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2 - 2 Year	August 19, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		150 to 180 days. 2 to 5 days if in stock	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$5,891,220.23	\$ 120,000.00	\$6,011,220.23		
DESCRIPTION: Effective 4/4/2016, this contract is hereby increased by \$120,000. In addition, pricing on this contract is hereby updated, per www.johndeere.com/local (Select the State of Michigan in the drop box and click SUBMIT). All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 4890
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 21
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
JOHN DEERE COMPANY - A Division of Deere & Co. 2000 John Deere Run Cary NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	(919) 804-2055	2580

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Various	Various	Various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufouy@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: GROUNDS & ROADSIDE EQUIP - VARIOUS AGENCIES			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE (S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 year	August 19, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		150 to 180 days. 2 to 5 days if in stock	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P Card: <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B.			

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXPIRATION DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$5,891,220.23		\$0.00	\$5,891,220.23	

DESCRIPTION:

Effective October 6, 2015 pricing on this contract hereby updated, per www.johndeere.com/local (Select the State of Michigan in the drop box and click SUBMIT). All other terms, conditions, specifications and pricing remain the same. Per DTMB contractor request, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 20
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Co. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	919-804-2055	2580

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	Various	Various	Various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	517-284-6996	dufourey@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Agricultural, Grounds, and Roadside Equipment – MDOT, DNR, DMVA, DTMB and MiDeal, & NASPO member states			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1year	August 19, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		150 to 180 days. 2 to 5 days if in stock	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B.			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	1 year	August 19, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$4,891,220.23		\$1,000,000.00	\$5,891,220.23	

DESCRIPTION: Effective August 20, 2015, this contract is extended 12 months; and is increased by \$ 1,000,000. The revised contract expiration date is August 19, 2016. All other terms, conditions, specifications and pricing remain the same. Per DTMB request and agency agreement, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 19
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Co. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	919-804-2055	2580

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	various	various	various	various
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	517-284-6996	dufouy@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MiDeal, NASPO member states				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 20, 2010	August 19, 2013	2, 1 year	August 19, 2015	
PAYMENT TERMS	F.O.B.	SHIPPED TO		
Net 45 Days	Delivered	N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				

DESCRIPTION OF CHANGE NOTICE				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 19, 2015
CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$4,891,220.23	\$0.00	\$4,891,220.23		

DESCRIPTION:
 Effective May 4, 2015 pricing on this contract is hereby updated, per www.johndeere.com/local (Select the State of Michigan in the drop box and click SUBMIT).
 All other terms, conditions, specifications and pricing remain the same. Per DTMB contractor request, and DTMB Procurement approval.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 18
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Co. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	919-804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR		Various		
BUYER	DTMB	Yvon Dufour	517-284-6996	dufour@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MiDeal, NASPO member states				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 20, 2010	August 19, 2013	2, 1yr	August 19, 2015	
PAYMENT TERMS		F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agree upon time		Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:				AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
\$1,400,000.00			\$4,891,220.23	
Effective February 3, 2015, this contract is hereby increased by \$1,400,000.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 17
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Co. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	919-804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR		various		
BUYER	DTMB	Yvon Dufour	517-284-6996	dufoury@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Agricultural, grounds and roadside equipment – MDOT, DNRE, DMVA, MiDeal, NASPO member states				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
August 20, 2010	August 19, 2013	2, 1 year options	August 19, 2015	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Fixed with prospective redetermination at an agree upon time	Delivered	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 19, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$3,491,220.23		

Effective September 18, 2014 the following products have been UPDATED and added to the Contract. Also, the buyer has changed to Yvon Dufour. All other terms, conditions, and specifications remain the same. Per agency request, vendor agreement, and DTMB Procurement approval. For a complete listing of products available from this Contract go to www.johndeere.com/local. Select the State of Michigan in the drop box and click SUMBMIT.



Agriculture & Turf Division
2000 John Deere Run, Cary, NC 27513 USA
Phone: 919-804-2831 Fax: 309-749-2313
E-mail: GNSBids@JohnDeere.com

Becki Shadmani
Contract Administrator, Government Sales

31 July 2014

Yvon M. Dufour
State of Michigan
Procurement, DTMB
Constitution Hall, 1st Floor – North East
525 W. Allegan
Lansing, MI 48933

Dear Mr. Dufour:

Deere & Company recently completed a review of our discount strategy and found that we can increase the discount for two models on the Agricultural, Grounds and Roadside Equipment contract number 071B0200317. As a result, we are submitting this request increase the discount on the models below from 14% to 18%.

Additionally, we are requesting to remove model 5101E as it has been discontinued.

Product Description	Price Book Tab	Model Updates	Change
Tractors	A2	5085E and 5100E	Increase Discount from 14% to 18%
Tractors	A2	5101E	Discontinued, Remove from Contract

We would appreciate a response to this request at your earliest convenience in an effort to continuously satisfy the needs of your agencies. If you have any additional questions or concerns, I can be reached at 919-804-2055. We look forward to our continued relationship.

Sincerely,

Becki Shadmani



Agriculture & Turf Division
2000 John Deere Run, Cary, NC 27513 USA
Phone: 919-804-2831 Fax: 309-749-2313
E-mail: GNSBids@JohnDeere.com

Becki Shadmani
Contract Administrator, Government Sales

10 July 2014

Steve Riggs
State of Michigan
Buyer, Commodities Division
DTMB/Purchasing Operations
530 W. Allegan
2nd Floor, Mason Building
Lansing, MI 48933

Dear Mr. Riggs:

Deere & Company recently introduced a new line of Commercial Front Mowers that meet federal emissions requirements with Final Tier 4 engines. Previous models have been discontinued except for model 1565 which has not experienced a price change. As a result, we are submitting this request to update only section C15 – Commercial Front Mowers for the Agricultural, Grounds and Roadside Equipment contract number 071B0200317 at the same discount for the category as noted in the table below.

Product Description	Price Book Tab	Model Updates	New Price Page Date
Commercial Front Mowers	C15	1550, 1570, 1575, 1580 and 1585	30Jun14

We would appreciate a response to this request at your earliest convenience in an effort to continuously satisfy the needs of your agencies. If you have any additional questions or concerns, I can be reached at 919-804-2055. We look forward to our continued relationship.

Sincerely,

Becki Shadmani

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

June 26, 2014

CHANGE NOTICE NO. 16
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Co. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	919-804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
Program Manager:	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov
Contract Administrator:	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, grounds and roadside equipment – MDOT, DNRE, DMVA, MiDeal, NASPO member states			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 year options	August 19, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agree upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	August 19, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$200,000.00		\$3,491,220.23		
Effective June 25, 2014 this Contract is utilizing the second option year and is INCREASED by \$200,000.00. The new end date is August 19, 2015. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement, DTMB Procurement approval, and the approval of the State Administrative Board on June 24, 2014.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

May 14, 2014

CHANGE NOTICE NO. 15
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Co. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccadd@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	919-804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, grounds and roadside equipment – MDOT, DNRE, DMVA, MiDeal, NASPO member states			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 year options	August 19, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$3,291,220.23		

Effective May 9, 2014 the following products have been UPDATED and added to the Contract. All other terms, conditions, and specifications remain the same. Per agency request, vendor agreement, and DTMB Procurement approval.

For a complete listing of products available from this Contract go to www.johndeere.com/local. Select the State of Michigan in the drop box and click SUMBMIT.

Change Notice Number 15

Contract Number 071B0200317

AGRICULTURAL EQUIPMENT			
Price Book Tab	Description	Discount from MSRP	Price Page Dates
A9	Agricultural Loader – H240 Loader	24%	31Mar14
C13	Zero-Turn-Radius Mowers 636M, 652R MOD, 652R EFI MOD, Z950M	23%	31Mar14
C20	3R and 4R and 4M Series Tractors 3033R, 3039R, 3046R, 4044M, 4052M, 4066M, 4044R, 4052R, 4066R	17%	07Apr14
C25	Compact Tractor Loaders and Backhoes	21%	07Apr14

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 14
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere and Company. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebeccad@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 Year Options	August 19, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>	0	August 19, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$800,000.00		\$3,291,220.23		
Effective April 8, 2014, \$800,000.00 is added to this contract. Please also note that the buyer has been changed to Steve Rigg. All other terms, conditions and specifications remain the same. Per agency, vendor agreement, DTMB Procurement approval and Administrative Board approval dated April 8, 2014.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

9/13/2013

CHANGE NOTICE NO. 13
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere and Company. 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 Year Options	October 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 Year	August 19, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$475,000.00		\$2,491,220.23		
Effective September 12, 2013, the remaining 10 months of the first option year is hereby EXERCISED and the revised pricing page is attached.				
All other terms, conditions and specifications remain the same.				
Per agency, vendor agreement, and Administrative Board approval dated August 20, 2013.				

Change Notice Number: 13

Contract Number: 071B0200317

AGRICULTURAL EQUIPMENT			
Price Book Tab	Description	Discount from MSRP	Price Page Dates
A2	Tractors 5000 D's & E's All Others	14% 24%	06Sep13
A3	Combines	24%	22Aug13
A4	Cotton	24%	REMOVE
A5	Hay and Forage	24%	09Sep13
A6	Tillage	24%	22Aug13
A7	Planting and Seeding	24%	06Sep13
A8	Sprayers	24%	22Aug13
A9	Material Handling	24%	22Aug13
A10	AMS	3%	22Aug13
COMMERCIAL AND CONSUMER EQUIPMENT			
L15	Walk-Behind Equipment	0%	REMOVE
L21	Residential ZTrak	0%	24Jun13
L25	Lawn Tractors (excludes D Series) D Series	15% 0%	29Jul13
L30	Lawn and Garden Tractors	18%	13May13
L35	Equip for Lawn and Garden	18%	29Jul13
L40	Compact Utility Vehicles	14%	REMOVE
C10	Commercial Walk-Behind Mowers	14%	15Jul13
C13	Commercial Z TRAK Mowers and Equipment	23%	29Jul13
C15	Commercial Front Mowers	23%	05Feb13
C18	Commercial Wide Area Mowers	23%	06May13
C19	Advantage Compact Tractors	8%	REMOVE
C20	Compact Utility Tractors	17%	12Aug13

Change Notice Number: 13

Contract Number: 071B0200317

C25	Equipment for Compact Utility Tractors	21%	06Sep13
C30	Included in Price Page Section A2	See A2	See A2
C35	Included in Price Page Section A9	See A2	See A9
C39	Recreational Utility Vehicles	14%	01Jul13
C40	Gator XUV Mid-Duty Crossover Utility Vehicles	14%	19Aug13
C41	Crossover Utility Vehicles	14%	03Sep13
C42	Utility Vehicles and Equipment	14%	19Aug13
C47	HPX Utility Vehicles	14%	19Aug13
GOLF & TURF PRODUCTS			
G10	Reel Mowers	24%	13May13
G15	Special Application Mowers	24%	05Feb13
G20	Special Application Vehicles	24%	03Sep13
G25	Aeration Equipment	24%	29Apr13
G30	Debris Maintenance	24%	05Feb13
FRONTIER EQUIPMENT			
Product	Discount from MSRP	Price Page Date	
Cotton	18%	01Aug13	
Cutting & Mowing	18%	01Aug13	
Golf	18%	25Mar13	
Hay & Forage	18%	19Aug13	
Landscaping	18%	19Aug13	
Livestock	18%	12Aug13	
Material Handling	18%	01Aug13	
Planting & Seeding	18%	12Aug13	
Snow Products	18%	01Aug13	
Tillage	18%	01Aug13	
Transports	18%	12Aug13	

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 23, 2013

CHANGE NOTICE NO. 12
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere and Company 2000 John Deere Run Cary, NC 27513	Becki Shadmani	shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov
BUYER	DTMB	William C. Walsh	517-373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 Year Options	August 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 Months	October 19, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$ 0.00		\$ 1,791,220.23		
Effective August 20, 2013, this Contract is utilizing two (2) months of an option year to October 19, 2013.				
All other terms, conditions, specifications and pricing remain the same.				
Per agency, vendor agreement and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 11
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere and Company 2000 John Deere Run Cary, NC 27513	Becki Shadmani	gnsbids@johndeere.com shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, 1 Year Options	August 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		August 19, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$ 120,000.00		\$ 1,791,220.23		
Effective June 1, 2013, the Department of Corrections and Community Health is hereby added to this Contract as an authorized user.				
Also, this Contract has been INCREASED by \$120,000.00				
All other terms, conditions, specifications and pricing remain the same. Per agency, vendor agreement and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 10
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division Of Deere and Company 2000 John Deere Run Cary, NC 27513	Becki Shadmani	gnsbids@johndeere.com shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Klatra Pickett	517-373-7374	pickett@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickett@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 20, 2010	August 19, 2013	2, one year	August 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	<input type="checkbox"/>	<input type="checkbox"/>		
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$95,909.47		\$1,671,220.23		
Effective September 14, 2012, \$95,909.47 is hereby ADDED to this contract. All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and the approval of DTMB Procurement.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 9 (Revised)
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513	Becki Shadmani	gnsbids@johndeere.com shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Klatra Pickett	(517) 373-7374	pickett@michigan.com
BUYER:	DTMB	Klatra Pickett	(517) 373-7374	pickett@michigan.com

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
August 20, 2010	August 19, 2013	2, 1 Yr. Options	August 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective July 1, 2012, the contract value has been INCREASED by \$700,000.00 and the following new products/units are ADDED to this contract. Loaders: D120, H120, H260, H310, H340, H360, H380 Recreational Utility Vehicles: RSX 850i, RSX 850i Sport; 850i Trail 6R Series Tractors: 6105R, 6115R, 6125R, 6140R, 6150R, 6170R, 6190R, 6210R All other conditions, terms and pricing remain the same. Per vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board dated June 29, 2012.		
VALUE/COST OF CHANGE NOTICE:	\$700,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,575,310.76	

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 10, 2012

CHANGE NOTICE NO. 9
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513	Becki Shadmani	gnsbids@johndeere.com shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Klatra Pickett	(517) 373-7374	pickett@michigan.com
BUYER:	DTMB	Klatra Pickett	(517) 373-7374	pickett@michigan.com

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
August 20, 2010	August 19, 2013	2, 1 Yr. Options	August 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Effective July 1, 2012, the contract value for Department of Natural Resources has been INCREASED by \$700,000.00 and the following new products/units are ADDED to this contract. Loaders: D120, H120, H260, H310, H340, H360, H380 Recreational Utility Vehicles: RSX 850i, RSX 850i Sport; 850i Trail 6R Series Tractors: 6105R, 6115R, 6125R, 6140R, 6150R, 6170R, 6190R, 6210R All other conditions, terms and pricing remain the same. Per vendor agreement, DTMB Procurement approval and the approval of the State Administrative Board dated June 29, 2012.		
VALUE/COST OF CHANGE NOTICE:	\$700,000.00	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$1,575,310.76	

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

July 17, 2012

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B0200317
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513	Becki Shadmani	gnsbids@johndeere.com shadmanirebecca@johndeere.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(919) 804-2055	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Klatra Pickett	(517) 373-7374	pickett@michigan.com
BUYER:	DTMB	Klatra Pickett	(517) 373-7374	pickett@michigan.com

CONTRACT SUMMARY:			
DESCRIPTION: Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MIDEAL, NASPO Member States			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS	CURRENT EXPIRATION DATE
August 20, 2010	August 19, 2013	3, 2 Yr. Options	August 19, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Fixed with prospective redetermination at an agreed upon time	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:		
OPTION EXERCISED: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	IF YES, EFFECTIVE DATE OF CHANGE:	NEW EXPIRATION DATE:
Additional fund of \$66,774.84 has been ADDED to this contract.		
VALUE/COST OF CHANGE NOTICE:	\$66,774.85	
ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	\$875,310.76	

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET February 22, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 7
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055	
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE	
		BUYER/CA (517) 373-7374 Klatra Pickett	
Contract Compliance Inspector: Paula Hurst AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES			
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013			
TERMS		SHIPMENT	
Net 45 Days		N/A	
F.O.B.		SHIPPED FROM	
Destination		N/A	
MINIMUM DELIVERY REQUIREMENTS			
No Minimum Delivery Requirement			
MISCELLANEOUS INFORMATION:			

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective immediately, the buyer is hereby CHANGED to Klatra Pickett.

All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per DTMB Procurement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

January 5, 2012

CHANGE NOTICE NO. 6
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Paula Hurst AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES		
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013		
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FROM	
Destination		N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective January 5, 2012, the following items are hereby incorporated into this contract. The price list is attached. These items are discounted 14% off the list price.

DESCRIPTION	DISCOUNT FROM MSRP	PRICE PAGE DATES
Gator XUV Mid-Duty Crossover Utility Vehicle	14%	12/02/2011

All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per request from the vendor and approval from DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET September 27, 2011
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 5
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Paula Hurst AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES		
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013		
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FROM	
Destination		N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective September 27, 2011, the following items are hereby incorporated into this contract. The price list is attached. These items are discounted 24% off the list price.

DESCRIPTION	DISCOUNT FROM MSRP	PRICE PAGE DATES
Front Mower Conditioner (Model 131)	24%	09/27/2011
Twin Rear Mower Conditioner (Model 388)	24%	09/27/2011
Rotary Harvesting Units (Models 698, 690)	24%	09/27/2011
Support Wheel (Model 400F)	24%	09/27/2011

In addition, the following items are DELETED from this Contract:

PRODUCT DESCRIPTION	MODEL
Rotary Harvesting Units	688, 710

All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per request from the vendor and approval from DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

August 5, 2011

CHANGE NOTICE NO. 4
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Paula Hurst AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES		
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013		
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FROM	
Destination		N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective August 20, 2011, pricing for this Contract is updated per the following:

AGRICULTURAL EQUIPMENT

DESCRIPTION	DISCOUNT FROM MSRP	PRICE PAGE DATES
Tractors: D's & E's	14%	
Tractors: M's	24%	6/23/2011
Tractors: E Limited	24%	6/23/2011
Tractors: 6000s & Up (excluding 7000Rs and 8000Rs)	24%	6/23/2011
Tractors: 7000Rs and 8000Rs no change. Updated 7/2011	24%	6/23/2011
Combines	24%	5/6/2011
Cotton	24%	5/6/2011
Hay and Forage	24%	5/6/2011
Tillage	24%	5/6/2011
Air Seeding, Drills & Planters	24%	5/6/2011
Sprayers	24%	5/6/2011

AGRICULTURAL EQUIPMENT (continued)

DESCRIPTION	DISCOUNT FROM MSRP	PRICE PAGE DATES
Material Handling	24%	5/6/2011
AMS	3%	5/6/2011

COMMERCIAL AND CONSUMER EQUIPMENT

DESCRIPTION	DISCOUNT FROM MSRP	PRICE PAGE DATES
Walk-Behind Equipment	0%	11/1/2010
Residential ZTrak	0%	7/22/2011
Lawn Tractors (Excludes LA Series)	15%	3/4/2011
Lawn Tractors – LA Series	0%	3/4/2011
Lawn and Garden Tractors	18%	2/18/2011
Equipment for Lawn and Garden	18%	11/1/2010
Compact Utility Vehicles	14%	5/6/2011
Commercial Walk-Behind Mowers	14%	4/8/2011
Commercial Z TRAK Mowers and Equipment	23%	7/1/2011
Commercial Front Mowers	23%	3/18/2011
Commercial Wide Area Mowers	23%	4/8/2011
Advantage Compact Tractors	8%	2/4/2011
Compact Utility Tractors	17%	11/24/2010
Equipment for Compact Utility Tractors	21%	7/22/2011
Tractor Loader Backhoe – NO LONGER AVAILABLE	N/A	N/A
TLB Workside Pro Attachments N/A	N/A	N/A
Crossover Utility Vehicles	14%	7/1/2011
Utility Vehicles and Equipment	14%	7/1/2011
HPX Utility Vehicles	14%	7/1/2011

GOLF AND TURF PRODUCTS

DESCRIPTION	DISCOUNT FROM MSRP	PRICE PAGE DATES
Reel Mowers	24%	7/1/2011
Special Application Mowers	24%	7/1/2011
Special Application Vehicles	24%	7/1/2011
Aeration Equipment	24%	11/1/2010
Debris Maintenance	24%	11/1/2010

FRONTIER EQUIPMENT

PRODUCT	DISCOUNT FROM MSRP	PRICE PAGE DATE
Cotton	18%	6/24/2011
Cutting and Mowing	18%	6/24/2011
Hay and Forage	18%	7/29/2011
Landscaping	18%	7/29/2011
Livestock	18%	7/29/2011
Material Handling	18%	7/15/2011
Planting and Seeding	18%	7/29/2011
Snow Products	18%	6/24/2011
Tillage	18%	6/24/2011
Transports	18%	6/24/2011

For catalogs and purchase price, please contact the vendor.

NATURE OF CHANGE(S) (continued):

All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per request from the vendor and approval from DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

June 30, 2011

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-9776 Paula Hurst
Contract Compliance Inspector: Paula Hurst AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES		
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013		
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FROM	
Destination		N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective June 30, 2011, the following items are hereby incorporated into this contract.
 The price list is attached. These items are discounted 24% off the list price.

Product Description	Model
New 7R and 8R Tractors	7200R, 7215R, 7230R, 7260R, 7280R, 8235R, 8260R, 8285R, 8310R, 8335R, 8360R

In addition, the following items are DELETED from this Contract:

Product Description	Model
Discontinued 7000 and 8000 Series Tractors	7630, 7730, 7830, 7930, 8225R, 8245R, 8270R, 8295R, 8320R, 8345R

All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per request from the vendor and approval from DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PURCHASING OPERATIONS
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

March 15, 2011

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055	
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE	
		BUYER/CA (517) 373-9776 Paula Greathouse	
Contract Compliance Inspector: Paula Greathouse AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES			
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013			
TERMS		SHIPMENT	
Net 45 Days		N/A	
F.O.B.		SHIPPED FROM	
Destination		N/A	
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement			
MISCELLANEOUS INFORMATION:			

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective March 15, 2011, the buyer and Contract Compliance Inspector have changed to Paula Greathouse. All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per DTMB Purchasing Operations.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET November 15, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 241-1647 Irene Pena
Contract Compliance Inspector: Mary Ostrowski (517) 373-6327 AGRICULTURAL, GROUNDS, AND ROADSIDE EQUIPMENT – MDOT, DNRE, DMVA, MIDEAL, NASPO MEMBER STATES		
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013		
TERMS	Net 45 Days	SHIPMENT N/A
F.O.B.	Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement		
MISCELLANEOUS INFORMATION:		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT

NATURE OF CHANGE(S):

Effective immediately, the attached items are hereby incorporated into this contract.
Please note that the buyer has been changed to Irene Pena. All other terms and conditions remain the same.

AUTHORITY/REASON(S):

Per vendor and DTMB Purchasing Operations agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$808,535.91



JOHN DEERE

Agriculture & Turf Division
2000 John Deere Run, Cary, NC 27513 USA
Phone: 919-804-2055 Fax: 309-749-2313
E-mail: GNSBids@JohnDeere.com

Becki Shadmani
Contract Administrator, Government Sales

09 September 2010

Mary Ostrowski, Buyer
State of Michigan
Department of Management and Budget
530 W. Allegan
2nd Floor Mason Bldg.
Lansing, MI 48909

Dear Ms. Ostrowski:

John Deere recently introduced new XUV Crossover Utility Vehicles and new commercial 21-inch Walk-Behind Mowers and is requesting their addition to the Agricultural, Grounds and Roadside Equipment contract number 071B0200317. A product announcement regarding the newly introduced models is enclosed along with an updated price pages CD.

Product Description	Price Book Tab	Model Updates	New Price Page Date
Crossover Utility Vehicles	C41	Gator XUV 625i replaces Gator XUV 620i Gator XUV 825i (New Model) Gator XUV 855D replaces Gator XUV 850D	30Jul10
21-inch Walk Behind Mowers	L15	WE80 (New) WE85 (New)	12Aug10

Please feel free to contact me with any questions at 800-358-5010 extension 2055. We look forward to the approval to add these products.

Sincerely,

Becki Shadmani
Contract Administrator

New Gator™ XUV Crossover Utility Vehicles

[Print](#)



Gator XUV 625i shown in green/yellow



Gator XUV 825i shown in camo



Gator XUV 855D shown in olive/black

The primary reason for the introduction of these new products is to deliver the performance customers demand and the work capability they expect. ***The new Gator XUV 825i will be the highest performing Gator ever produced - pumping out 50 hp*, reaching top speeds of 44 mph, and providing precision handling and ride quality.***

Meet the new 2011 Gator XUV Crossover Utility Vehicle lineup:

- **XUV 625i**
 - 30 mph
 - 23-hp*, EFI, V-twin, liquid-cooled, Kawasaki® gas engine
 - Green/yellow, olive/black, and REALTREE® HARDWOODS HD® camouflage color options
 - 1000-lb cargo capacity, 1300-lb towing capacity, and 1400-lb payload capacity
- **XUV 825i**
 - 44 mph
 - 50-hp*, EFI, three-cylinder, dual overhead cam (DOHC), liquid-cooled, Chery® gas engine
 - Digital instrument cluster that displays system diagnostic light, engine oil-pressure light, park brake light, seat belt indicator light, 4WD indicator, vehicle speed/rpm, coolant temperature, odometer, battery indicator, and clock
 - Green/Yellow, Olive/Black, and REALTREE HARDWOODS HD camouflage color options
 - 1000-lb cargo capacity, 1500-lb towing capacity, and 1400-lb payload capacity
- **XUV 855D**
 - 32 mph
 - 24.8-hp*, three-cylinder, liquid-cooled, Yanmar® diesel engine
 - Green/Yellow, Olive/Black, and REALTREE HARDWOODS HD camouflage color options
 - 1000-lb cargo capacity, 1300-lb towing capacity, and 1400-lb payload capacity

New Gator XUV model	Replaces
Gator XUV 625i	Gator XUV 620i
Gator XUV 825i	N/A
Gator XUV 855D	Gator XUV 850D

Common Gator XUV Crossover Series features:

- **New** - Fully independent front and rear suspension
- **New** - Improved suspension travel
 - 8 inches of front suspension travel - 38-percent improvement versus current XUV models

- 9 inches of rear suspension travel - 22-percent improvement versus current XUV models
- **New** - Seating options
 - Bench seat
 - High-back bucket seats
 - High-performance sport seats
- **New** - Brakes
 - Front dual-piston hydraulic-brake calipers
 - Larger front and rear brake rotors
 - Stopping distance reduced by 80 percent
- **New** - Improved aggressive styling
- **New** - Deluxe cargo box
 - 16.4 cu ft of storage - 32 percent more than current steel box
 - Truck-style tailgate latch
 - Composite and steel construction
 - Optional factory-installed spray-in liner
- **New** - Wheel and tire options
 - 25-in. Terra Hawk AT® All Terrain steel wheels
 - 26-in. Ancla M-T® steel wheels
 - 27-in. Maxxis Bighorn 2.0® Radials on black, silver, or yellow alloy wheels
- **New** - Park brake
 - Sealed wet disk
 - No service required
 - Audible alarm to signal park brake engagement
- 11-in. ground clearance
- On-demand "true" 4WD system
- Standard SAE and OSHA Certified Occupant Protection System (OPS)

Accessories:

- **New** - Factory-installed deluxe cab frame complete with front and rear glass, electrical kit, and wiper
 - Only the glass door kit needs to be ordered and dealer installed to complete the deluxe glass cab
- **New** - Factory-installed packages are 10 percent off
 - Power and protection package
 - Rear protection package
- **New** - Accessories
 - Deluxe cargo box accessories - cargo box divider, side wall extenders, fuel pack, tool rack
 - Heavy-duty front brush guards
 - Heavy-duty fender guards
 - Integrated front winch mount
 - Bumper cover lights
 - Fox® suspension kit
 - Rear screen with headrest

Target customers:

The **primary target customer** for the new Gator XUV is the **outdoor enthusiast**. This customer enjoys hunting, fishing, and trail riding, but they also have a need for a product to help them with land improvement projects. The outdoor enthusiast demands higher performance. They want high-tech and high-powered engines, higher speeds, a great ride, and awesome terrain capability. This is exactly what they are going to receive with the new Gator XUVs.

The **secondary target customer** for the new Gator XUV is the **property enhancer**, people who work and care for land and property, whether they are a governmental agency, municipality, school, or institution, professional landscape contractor or a homeowner. These customers have a wide variety of requirements to fulfill in order to assist them on the job. With the best-in-class work capability and versatility that the Gator XUVs have, along with their powerful engines, speed, and excellent ride quality, the property enhancer will have all their requirements surpassed with the new Gator XUVs.

Additional resources:

Resource	Availability
Product information/sales manual	June 2010
Pricing information	June 2010
Gator XUV sales essentials training	July 2010
Advertising literature	July 2010
Gator XUV competitive comparison video	August 2010

Pricing

Prices can be viewed on JDMINT. Updated price pages will be available in the next Price Page publication.

Availability

The Gator XUV Crossover Utility Vehicle models will be available to order starting 22 June 2010 for Gold Star dealers, and early July 2010 for all of North America.

*The engine horsepower information is provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower will be less.

Kawasaki is a U.S.-registered trademark of Kawasaki Motor Corporation. REALTREE HARDWOODS HD is a U.S.-registered trademark of Jordan Outdoor Enterprises Limited. Chery is a U.S.-registered trademark of Acteco Engine Co., Ltd. Yanmar is a U.S.-registered trademark of Yanmar Company Limited. Terra Hawk AT and Ancla M-T are U.S.-registered trademarks of Cheng Shin Rubber Ind. Co. Ltd. Maxxis BigHorn 2.0 is a U.S.-registered trademark of Maxxis International. Fox is a U.S.-registered trademark of Fox Factory, Inc.

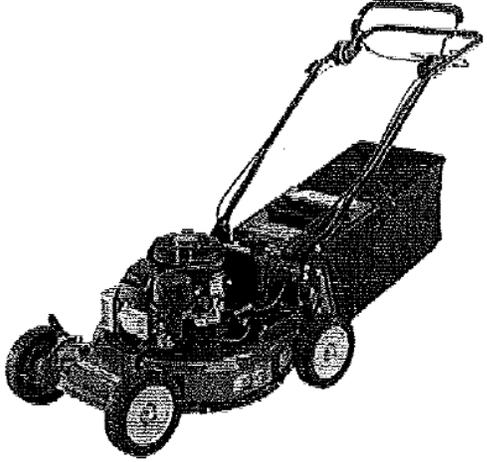
Effective Date : 22-Jun-2010

Two new commercial 21-in. walk-behind mowers have cast-aluminum decks for durability

Print



WE85 Walk-Behind Mower shown



WE85 Walk-Behind Mower shown

The new John Deere WE80 and WE85 21-In. Commercial Walk-Behind Mowers deliver a quality cut in tight areas. The WE80 has a zone-start operator presence system, while the WE85 features a premium blade-brake clutch system for increased operator convenience. Both models include premium features that ensure the performance, durability, and long life needed to excel in commercial mowing applications:

- Kawasaki™ 179-cc, 4-cycle overhead-valve engine with cast-iron cylinder, pressure lubrication, replaceable oil filter, dual-stage air cleaner, and engine speed control
- Cast-aluminum rear-discharge deck with standard 2.5-bu bag and mulch plug
- Cast-aluminum 9-in. wheels with replaceable rubber tread
- 3-speed gear transmission with 2.4 to 4.1 mph speed range
- A choice of operator presence safety systems
 - Zone start for the WE80
 - Blade-brake clutch for the WE85

Specifications

	WE80	WE85
Engine	Kawasaki overhead valve, 179 cc	Kawasaki overhead valve, 179 cc
Cylinder	Cast iron	Cast iron
Lubrication	Oil pump forced	Oil pump forced
Oil filter	Standard, replaceable	Standard, replaceable
Fuel capacity	1.9 U.S. qt (1.8 L)	1.9 U.S. qt (1.8 L)
Air cleaner	Dual stage	Dual stage
Starting system	Pull rope	Pull rope
Operator presence system	Zone start	Blade-brake clutch
Transmission	3-speed gear, 2.4 to 4.1 mph	3-speed gear, 2.4 to 4.1 mph
Wheels	Cast aluminum with replaceable rubber tread, 9x2.25 in. (22.9x5.7 cm)	Cast aluminum with replaceable rubber tread, 9x2.25 in. (22.9x5.7 cm)
Mower deck	Cast aluminum, 21 in. (53.3 cm)	Cast aluminum, 21 in. (53.3 cm)

Deck type	Rear discharge	Rear discharge
Bag	Standard, 2.5 bu	Standard, 2.5 bu
Mulch plug	Standard	Standard
Cutting height	1 to 4 in. (2.5 to 10.2 cm)	1 to 4 in. (2.5 to 10.2 cm)
Weight	131 lb (59.4 kg)	136 lb (61.7 kg)
Consumer warranty	2 year	2 year
Commercial warranty	1 year	1 year

Pricing

Pricing can be viewed on the Configurator in the residential walk-behind mower section. Updated price pages will be available in the next price page publication.

Availability

The WE80 and WE85 Walk-Behind Mowers are available for order immediately; shipping will begin in September 2010.

Kawasaki is a trademark of the Kawasaki Motor Corporation.

Effective Date : 12-Aug-2010

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

August 18, 2010

**NOTICE
OF
CONTRACT NO. 071B0200317
between
THE STATE OF MICHIGAN
and**

NAME & ADDRESS OF CONTRACTOR		TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055
John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513 Email: gnsbids@johndeere.com and shadmanireccad@johndeere.com		CONTRACTOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-6327 Mary Ostrowski
Contract Compliance Inspector: Mary Ostrowski (517) 373-6327 Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MiDEAL, NASPO member states		
CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013		
TERMS	Net 45 Days	SHIPMENT N/A
F.O.B.	Destination	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS No Minimum Delivery Requirement		
MISCELLANEOUS INFORMATION:		

The terms and conditions of this Contract are those of ITB #07110200073, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$808,535.91

If Agencies would like to verify calculations on multi-unit discounts, they can access John Deere's Catalog List Pricing at the following website:

Click on http://www.deere.com/en_US/govsales/app/rates.jsp

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B0200317

**between
THE STATE OF MICHIGAN
and**

<p>NAME & ADDRESS OF CONTRACTOR</p> <p>John Deere Company – A Division of Deere & Company 2000 John Deere Run Cary, NC 27513</p> <p style="text-align: right;">Email: gnsbids@johndeere.com and shadmanirebeccad@johndeere.com</p>	<p>TELEPHONE: Becki Shadmani (Contract Administrator) (919) 804-2055</p> <p>CONTRACTOR NUMBER/MAIL CODE</p> <p>BUYER/CA (517) 373-6327 Mary Ostrowski</p>
<p>Contract Compliance Inspector: Mary Ostrowski (517) 373-6327 Agricultural, Grounds, and Roadside Equipment – MDOT, DNRE, DMVA, MiDEAL, NASPO member states</p>	
<p>CONTRACT PERIOD: 3 yr. + 2 one-year options From: August 20, 2010 To: August 19, 2013</p>	
<p>TERMS</p> <p style="text-align: center;">Net 45 Days</p>	<p>SHIPMENT</p> <p style="text-align: center;">N/A</p>
<p>F.O.B.</p> <p style="text-align: center;">Destination</p>	<p>SHIPPED FROM</p> <p style="text-align: center;">N/A</p>
<p>MINIMUM DELIVERY REQUIREMENTS</p> <p style="text-align: center;">No Minimum Delivery Requirement</p>	
<p>MISCELLANEOUS INFORMATION:</p> <p>The terms and conditions of this Contract are those of ITB #07110200073, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$808,535.91</p> <p>If Agencies would like to verify calculations on multi-unit discounts, they can access John Deere's Catalog List Pricing at the following website:</p> <p>Click on http://www.deere.com/en_US/govsales/app/rates.jsp</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. **07110200073**.

All terms and conditions of the invitation to bid are made a part hereof.

<p>FOR THE CONTRACTOR:</p> <p>John Deere Company – A Division of Deere & Company</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">William C. Walsh, CPPB, Buyer Manager</p>
Firm Name	Name/Title
Authorized Agent Signature	Commodities Division, Purchasing Operations
Authorized Agent (Print or Type)	Division
Date	Date



STATE OF MICHIGAN
Department of Technology, Management and Budget
Purchasing Operations

Contract No. 071B0200317
Agricultural, Grounds, and Roadside Equipment

Buyer Name: Mary Ostrowski
Telephone Number: (517) 373-6327
E-Mail Address: ostrowskim@michigan.gov

Contract No. 071B0200317
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DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” means the seven year period following Contractor’s provision of any work under the Contract.

“Bidder(s)” are those companies that submit a proposal in response to this RFP.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday, Office of State **Employer mandated furlough day**, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DTMB” means the Michigan Department of Technology, Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.244**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.



“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract to procure Agricultural, Grounds, and Roadside Equipment.

1.012 Background

This is a master contract for State Agencies, MiDEAL members, and participating National Association of State Procurement Officers (NASPO) member states and their political sub-divisions to procure Agricultural, Grounds, and Roadside Equipment. State Agencies include, but are not limited to: Michigan Department of Transportation (MDOT), Michigan Department of Natural Resources and Environment (DNRE) and Michigan Department of Veteran and Military Affairs (DMVA).

Attachment A, Pricing, includes items with firm-fixed pricing on specific items and pricing and/or discounts the Contractor provided as part of 1.0707, Special Programs.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractor must provide the Agricultural, Grounds, and Roadside Equipment for purchase as specified in Attachment A, Pricing. Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in this Contract.

1.022 Work and Deliverable – Deleted, Not Applicable

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Agencies are to submit Purchase Orders to John Deere Company for processing, noting the Contract number on the Purchase Order and the preferred delivering dealer. The John Deere dealer delivers and supports the equipment, and John Deere invoices the Agency upon delivery of the product.

John Deere does not accept oral orders.

See **Attachment C, Michigan John Deere Dealer Listing**

PO's / Quotes Contact:

Order Processing Center (Account Representative)

Phone: 800-358-5010 Option 2

Fax: 309-749-2313

Email: GNSShared@JohnDeere.com

All State of Michigan ordering entities are tax-exempt per **Attachment E, Tax Exempt Certificate.**

John Deere's Contract Administrator

Becki Shadmani

Contract Administrator, Government Sales

John Deere Company

2000 John Deere Run, Cary, NC 27513

Office: (919) 804-2055

Fax: (309) 749-2313

Email: GNSBids@JohnDeere.com



Contractor must have the capacity to receive orders electronically, facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor must verify orders that have quantities that appear to be abnormal or excessive.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor have experienced sales representatives make timely personal visits to State accounts. The Contractor's customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order. Orders will be issued by the various state agencies, MiDEAL members, and participating National Association of State Procurement Officers (NASPO) member states and their political sub-divisions.

All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered "issued" when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.

1.040 Project Plan

1.041 Project Plan Management – Deleted, Not Applicable

1.042 Reports

Reports shall be submitted as requested by the State of Michigan.

For purchases by MiDEAL program members (authorized local units of government), Contractor must submit reports of purchasing activities to Purchasing Operations, DTMB on a quarterly basis. Reports must include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

Equipment shall be furnished and delivered in new and operational condition. Damaged equipment will not be accepted by the State, and the Contractor will have to repair or replace the damaged equipment at the Contractor's expense.

1.052 Final Acceptance

The Contractor shall furnish and deliver the specified equipment to the Michigan location. The State, or their designee, will inspect equipment and approve acceptance of goods upon delivery.



1.060 Proposal Pricing

1.061 Proposal Pricing

Contract pricing is found in **Attachment A, Pricing.**

If Agencies would like to verify calculations on multi-unit discounts, they can access John Deere's Catalog List Pricing at the following website:

Click on http://www.deere.com/en_US/govsales/app/rates.jsp

- Then select Michigan from the drop down window
- Enter 071B0200317 in the Contract ID field and press "Send"

Once on the landing page for the contract, scroll down until you see "Price Structure" where discounts are listed next to associated price pages hyperlinks that you may view to select product options and apply discount.

To review product specifications, please visit www.deere.com and select to appropriate product category.

Equipment items for purchase must be the newest model year available.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals **two (2) percent** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*

Contractor must forward the check to the following address:

*Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909*

Please make check payable to: State of Michigan

1.062 Price Term

(X) Fixed with prospective re-determination at an agreed upon time

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective. Discounts quoted are the minimum for a period of 365 days from the date the Contract becomes effective.



Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

1.063 Tax Excluded from Price

- (a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- (b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted, Not Applicable

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

See Attachment A, Pricing for items available under this contract.

1.0702 Alternate Bids – Deleted, Not Applicable

1.0703 Research and Development – Deleted, Not Applicable

1.0704 Quality Assurance Program – Deleted, Not Applicable

1.0705 Warranty for Products or Services

For any equipment purchased, the manufacturers' standard warranty shall apply. In addition there shall be an option for the state to purchase extended warranty coverage, if desired.

Details are provided in the following Attachments:

Attachment D, Warranties

Attachment C, Michigan John Deere Dealer Listing

The support of equipment takes place through the John Deere dealer network. Should there be a need for equipment service, it is the Agency's responsibility to contact the delivering dealer for service. The Agency can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.



1.0706 Training

The Contractor must provide operator and service training to individual agencies, when necessary, on larger, more complex equipment that requires training. This training must be equivalent to the training that is offered to retail customers. At the request of the state agency, the Contractor must provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor must provide training as needed during the period covered by the contract.

John Deere Company has an extensive dealer network covering the state of Michigan with the ability to provide sales, service, warranty, parts and safety training for all items on contract. Dealers will provide operator and service training to individual agencies, when necessary, on larger more complex equipment that requires training at the time of sale and delivery. This training will shall be equivalent to the training that is offered to retail customers. At the request of the state agency, John Deere Dealers will provide additional on site training as needed during the period covered under contract at a rate of 80.00/hr

1.0707 Special Programs

Discounts are offered on purchases for all categories within Contractor's Agricultural, Grounds, and Roadside catalog. This must encompass attachments for base models.

Contractor must provide multi-unit discounts for all of their catalog items which are not included under the Attachment A, Pricing.

Details are provided in the following Attachments:

Attachment A, Pricing - Multi-Unit Discounts and Fixed Item pricing

Attachment B, Discount Schedule - Additional Discounts provided by John Deere Company.

1.0708 Security

This Contract may require frequent deliveries to State of Michigan facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

The State may decide to also perform a security background check. If so, the Contractor will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number or driver license number would also be helpful).

The Contractor and its Subcontractors shall comply with the security access requirements of individual State facilities; see section 2.091, Background Checks and Security.

Delivery Capabilities

1.0709 Time Frames

Delivery timeframes are as follows:

Lawn & Garden – 30 Days

Commercial and Golf & Turf – 30-60 Days

Agricultural – 60-180 Days

1.0710 Minimum Order

There is no minimum order for purchase.

1.0711 Packaging – Deleted, Not Applicable

1.0712 Palletizing

Products will be delivered to Agencies by their John Deere Dealer, ready-to-use.

1.0713 Delivery Term

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) or more to the State.



Other F.O.B. terms will not be accepted.

1.0714 Contract Performance – Deleted, Not Applicable

1.0715 Place of Performance – Deleted, Not Applicable

1.0716 Environmental Requirements – Deleted, Not Applicable

1.0717 Subcontractors – Deleted, Not Applicable

1.0718 Reports and Meetings – Deleted, Not Applicable

1.0719 Samples/Models – Deleted, Not Applicable

1.080 Additional Requirements

1.081 Rental/Lease Equipment – Deleted/Not Applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning 08/20/10 through 08/19/13. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.

(b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 Headings

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations to be used by the State (which refers collectively to all other relevant State of Michigan departments and agencies), also is available to be used by MiDEAL members and participating National Association of State Procurement Officers (NASPO) member states. Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Mary Ostrowski
 Purchasing Operations
 Department of Technology, Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
 ostrowskim@michigan.gov
 (517) 373-6327

2.022 Contract Compliance Inspector (CCI)

After DTMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. The Contract Compliance Inspector for this Contract is:

Mary Ostrowski, Buyer



Contract No. 071B0200317
Department of Technology, Management and Budget
520 W. Allegan St.
Lansing, MI 48933
ostrowskim@michigan.gov
(517) 373-6327
(517) 335-0046

2.023 Project Manager – Deleted, Not Applicable

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



State:
State of Michigan
Purchasing Operations
Attention: Mary Ostrowski
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Contractor:
John Deere Company – A Division of Deere & Company
2000 John Deere Run
Cary, NC 27513

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.



2.032 Contract Distribution

Purchasing Operations retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Purchasing Operations.

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General

(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.



(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all



organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

2.063 Re-assignment of Personnel at the State’s Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State’s request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State’s request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State’s required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

**2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impede Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor**2.071 Contractor full Responsibility**

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.



2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor shall select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.



2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted, Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, “Confidential Information” of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. “Confidential Information” of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. “Confidential Information” excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party’s Confidential Information to the other party. Each party will limit disclosure of the other party’s Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor’s scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State’s Confidential Information in confidence. At the State’s request, any employee of Contractor and of any Subcontractor having access or continued access to the State’s Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor’s and the Subcontractor’s obligations under this Section and of the employee’s obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

**2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections**2.111 Inspection of Work Performed**

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.

2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

**2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.



(l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.

(m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability

Goods provided by Contractor under this agreement shall be merchantable. All goods provided under this Contract shall be of good quality within the description given by the State, shall be fit for their ordinary purpose, shall be adequately contained and packaged within the description given by the State, shall conform to the agreed upon specifications, and shall conform to the affirmations of fact made by the Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

2.124 Warranty of Title

Contractor shall, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor shall be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by or infringement or the like.

2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain the equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a minimum period of one (1) year commencing upon the first day following Final Acceptance.

Within 30 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.



All warranty work must be performed on the State of Michigan worksite(s) for rental

contracts only.

2.126 Equipment to be New

All equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Purchasing Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences For Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.



2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverages provided relative to this Contract/Purchase Order are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

The Contractor is required to pay for and provide the type and amount of insurance checked below:

1. Commercial General Liability with the following minimum coverage:
- \$2,000,000 General Aggregate Limit other than Products/Completed Operations
 - \$2,000,000 Products/Completed Operations Aggregate Limit
 - \$1,000,000 Personal & Advertising Injury Limit
 - \$1,000,000 Each Occurrence Limit

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.



The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:
- \$100,000 each accident
 - \$100,000 each employee by disease
 - \$500,000 aggregate disease
5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the



State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

**2.152 Termination for Cause**

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).
- (b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- (c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.



2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.



2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor will notify all of Contractor's Subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under **Section 2.180.** Upon receipt of the stop work order, Contractor must immediately



comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
- (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
- (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.



(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage – Deleted, Not Applicable

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.



2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:

- (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB PurchOps.



- (2) Contractor must also notify DTMB PurchOps within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
- (3) Contractor must also notify DTMB PurchOps within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.
- (d) Should the State of Michigan issue an Executive Order thru the Office of State Employer mandating furlough days, the furlough days will not be considered a Business Day. The Contractor will not seek additional costs from the State for project schedule extensions to the extent such extensions are needed due to Contractor's inability to complete deliverables and milestones in accordance with the project schedule as a result of the above mentioned furlough days.

2.242 Service Level Agreements (SLAs) – Deleted, Not Applicable

2.243 Liquidated Damages – Deleted, Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or



omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and



delivered for State review and written approval and, where applicable, installed according to approved delivery schedule and any other applicable terms and conditions of the Contract.

the State-

2.253 Testing

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.
- (b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.
- (c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.
- (d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.
- (e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.
- (f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that



renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables – Deleted, Not Applicable

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State – Deleted, Not Applicable

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data – Deleted, Not Applicable



2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The contract vendor must submit invoices and pay the authorized MiDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES, AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS, AND NASPO MEMBER STATES.

Please Visit Mi DEAL at www.michigan.gov/mideal under MiDEAL.

2.282 State Employee Purchases – Deleted, Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include:



recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.



Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.301 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2.400 Lease Option

2.401 Delivery and Installation

Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location agreed upon by the parties and pay any and all delivery and installation costs in connection therewith.

2.402 Marking; Inspection

Lessor shall have the right to mark or affix a nonpermanent label on the Equipment for purposes of identifying it at a later date. Lessor or its agents shall have the right, from time to time, with prior written notice, during reasonable business hours, and subject to the needs of Lessee, to enter into and upon the property of Lessee for the purpose of inspecting the existence, condition and proper maintenance of the Equipment.

2.403 Title to the Equipment

During the Term of this Lease, title to the Equipment shall remain in Lessor. Title to the Equipment shall be conveyed to Lessee upon the occurrence of one of the following: (a) the exercise by Lessee of the purchase option under Section 22; or (b) the payment by Lessee of all sums required to be paid under this Lease as specified in the Lease Payment Schedule. Upon Lessee's exercise of the purchase option or Lessee's payment of all sums due under the Lease Payment Schedule, Lessor shall transfer free and clear title to Lessee.

2.404 Taxes, Other Governmental Chares and utility Charges

The parties to this Lease contemplate that the Equipment will be used for governmental purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

2.405 Insurance

Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

2.406 Risk of Loss or Damage

Lessee shall assume all risk of loss, theft, damage to, or destruction of the Equipment for any cause (“Loss or Damage”) upon acceptance, as described in Section 11. In the event of Loss or Damage to the Equipment, Lessee shall promptly report the same to Lessor and concerned governmental agencies. Lessee shall not be relieved of its obligation to pay Lease Payments or to perform any other obligations under this Lease by reason of any Loss or Damage. In the event of any Loss or Damage, Lessee shall either: (a) promptly replace lost Equipment or promptly repair damaged Equipment and place it in good repair and working condition and continue to make all Lease Payments; or (b) within sixty (60) business days of notifying Lessor that the Equipment will not be

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repaired, pay Lessor the outstanding principal balance and any unpaid accrued interest as of the payoff date, as described in the Lease Payment Schedule. Lessee shall have the right to retain any residual insurance benefit, which remains after payment to Lessor of the outstanding principal balance and unpaid accrued interest.



**Article 5 - Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009/2010
Funded Contracts**

5.000 Sub-Recipients Requirements

Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

5.020 Buy American Requirement (Section 1605)

5.022 Required Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated Country into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions).



These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This term and condition implements:

- (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
 - (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.
- (2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).
- (3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows: None

[List applicable excepted materials or indicate “none”]

- (4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—
- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.
- (c) *Request for determination of inapplicability of Section 1605 of the ARRA.*
- (1)(i) Any Bidder’s request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Contractor’s request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount,



redistribution of budgeted funds, and/or other actions taken to cover costs acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) **Data.** To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
<p>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]</p> <p>[Include other applicable supporting information.]</p> <p>[* Include all delivery costs to the construction site.]</p>				

5.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- (a) Definitions. “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods”, “Federal Agency”, “Foreign iron, steel and/or manufactured good”, “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 6.022(a).
- (b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DTMB. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.
- (c) *Evaluation of project proposals.*
If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.
- (d) Alternate project proposals.



- (1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 5.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.
- (2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 the this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.
- (3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Contractor shall be required to furnish such domestic or designated country items.

5.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor's determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

5.040 Inspection & Audit of Records

The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.050 Whistle Blower Protection for Recipients of Funds

Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, "Covered Funds" shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.

5.060 Funding of Programs

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

5.070 Fixed Price- Competitively Bid

Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.



5.080 Segregation of Costs

Contractor shall segregate **obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.**

5.090 Publication

All contract solicitations funded in whole or in part with ARRA funds will be posted on the www.bid4michigan.com website. All contracts resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).



5.110 Non-Discrimination

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

5.120 Prohibition on Use of Funds

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

5.130 False Claims Act

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.

5.150 Job Opportunity Posting Requirements

Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.



Attachment A, Pricing

John Deere Agricultural, Grounds, and Roadside Fixed Price Equipment List			
John Deere's Category Titles	Manuf. Name	Model #	Unit Purchase Price
Frontier Landscaping Equip.	Frontier / John Deere	CA2072	\$2,341.92
Frontier Cutting & Mowing	Frontier / John Deere	RC2072 Cutter	\$1,744.96
Commercial Front Mowers	John Deere	1420	\$13,143.13
Commercial Front Mowers	John Deere	1435	\$13,243.23
Commercial Front Mowers	John Deere	1445	\$14,775.53
Commercial Front Mowers	John Deere	1545	\$18,063.43
Commercial Front Mowers	John Deere	1545	\$18,063.43
Commercial Front Mowers	John Deere	1565	\$19,572.63
Commercial Zero-Turn Radius Mowers	John Deere	997	\$13,173.93
Residential Zero-Turn Radius Mowers	John Deere	Z225	\$2,899.00
Residential Zero-Turn Radius Mowers	John Deere	Z245	\$3,599.00

Mult-Unit Purchase Discount Program				
0 - 2 Units % Discount	3-4 Units % Discount	5-6 Units % Discount	7-8 Units % Discount	9 or More Units % Discount
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	0%	0%	0%	0%
0%	0%	0%	0%	0%



Residential Zero-Turn Radius Mowers	John Deere	Z425-48" Deck	\$3,899.00
Residential Zero-Turn Radius Mowers	John Deere	Z425-54" Deck	\$3,999.00
Residential Zero-Turn Radius Mowers	John Deere	Z445-48" Deck	\$4,699.00
Residential Zero-Turn Radius Mowers	John Deere	Z445-54" Deck	\$4,849.00
Utility/Agricultural Tractors	John Deere	6430 OOS	\$42,829.80
Utility/Agricultural Tractors	John Deere	6430 Cab	\$51,239.20
Advantage Compact Utility Tractors	John Deere	2305	\$10,183.48
Compact Utility Tractors	John Deere	2320	\$11,071.37
Compact Utility Tractors	John Deere	2520	\$13,055.07
Compact Utility Tractors	John Deere	2720	\$14,474.37
Advantage Compact Utility Tractors	John Deere	3005	\$9,843.08
Compact Utility Tractors	John Deere	3720	\$20,583.17

0%	0%	0%	0%	0%
0%	0%	0%	0%	0%
0%	0%	0%	0%	0%
0%	0%	0%	0%	0%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%
0%	1%	2%	3%	4%



Compact Utility Tractors	John Deere	4320	\$22,575.17
Advantage Compact Utility Tractors	John Deere	3032E	\$12,649.08
Advantage Compact Utility Tractors	John Deere	3038E	\$13,799.08
Utility/Agricultural Tractors	John Deere	6430 STD Cab	\$51,239.20
Equipment for Compact Utility Tractors	John Deere	375 Backhoe	\$6,383.20
Equipment for Compact Utility Tractors	John Deere	485 Backhoe	\$7,441.80
Equipment for Compact Utility Tractors	John Deere	300CX Loader	\$3,641.90
Equipment for Compact Utility Tractors	John Deere	300X Loader	\$3,128.40
Equipment for Utility Tractors	John Deere	MX5 Cutter	\$1,915.96

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Equipment for Compact Utility Tractors	John Deere	59" Snowblower	\$3,088.90
Equipment for Compact Utility Tractors	John Deere	47" Snowblower	\$1,619.50
Equipment for Compact Utility Tractors	John Deere	54" Snowblower	\$1,935.50
Equipment for Commercial Front Mowers	John Deere	47" Snowblower	\$3,033.80
Equipment for Commercial Front Mowers	John Deere	60" Broom	\$2,379.30
Equipment for Commercial Front Mowers	John Deere	72" Deck	\$3,441.90
Equipment for Commercial Front Mowers	John Deere	Hard Cab for 1400	\$3,642.10
Seedbed Finisher	John Deere	200 Seedbed Finisher	\$7,454.08
Garden Tractors	John Deere	X500 48" Deck	\$4,673.18
Garden Tractors	John Deere	X500 54" Deck	\$4,837.18
Garden Tractors	John Deere	X530	\$5,575.18
Garden Tractors	John Deere	X534	\$5,411.18

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Garden Tractors	John Deere	X540	\$5,493.18
Equipment for Utility Tractors	John Deere	609 Cutter	\$3,468.64
Equipment for Utility Tractors	John Deere	709 Cutter	\$4,465.00
Equipment for Utility Tractors	John Deere	HX10 Cutter	\$6,849.12
Equipment for Utility Tractors	John Deere	HX15 Cutter	\$13,341.80
Utility/Agricultural Tractors	John Deere	6230 STD OOS	\$36,229.20
Utility/Agricultural Tractors	John Deere	6230 Premium	\$53,910.60
Utility/Agricultural Tractors	John Deere	6330 STD OOS	\$39,918.24
Utility/Agricultural Tractors	John Deere	6330 Premium	\$55,971.72
Utility/Agricultural Tractors	John Deere	6430 STD OOS	\$42,829.80
Utility/Agricultural Tractors	John Deere	6430 Premium	\$59,115.84
Utility/Agricultural Tractors	John Deere	7130 STD OOS	\$48,738.04
Utility/Agricultural Tractors	John Deere	7130 Premium	\$69,002.69
Utility/Agricultural Tractors	John Deere	7230 STD OOS	\$51,103.16

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Utility/Agricultural Tractors	John Deere	7230 Premium	\$75,465.73
Utility/Agricultural Tractors	John Deere	7330 STD OOS	\$56,857.12
Utility/Agricultural Tractors	John Deere	7330 Premium	\$86,279.77
Utility/Agricultural Tractors	John Deere	6100D	\$32,724.84
Utility/Agricultural Tractors	John Deere	6115D	\$35,092.24
Utility/Agricultural Tractors	John Deere	6130D	\$38,858.04
Utility/Agricultural Tractors	John Deere	6140D	\$42,590.40
Compact Utility Tractors	John Deere	3320	\$16,084.57
Compact Utility Tractors	John Deere	3520	\$17,777.77
Compact Utility Tractors	John Deere	3720	\$20,583.17
Advantage Compact Utility Tractors	John Deere	4005	\$13,661.08
Advantage Compact Utility Tractors	John Deere	4105	\$17,994.28
Compact Utility Tractors	John Deere	4120	\$20,832.17
Compact Utility Tractors	John Deere	4320	\$22,575.17
Compact Utility Tractors	John Deere	4520	\$24,069.17
Compact Utility Tractors	John Deere	4720	\$27,082.07

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Compact Utility Tractors	John Deere	4320 w/Loader	\$26,477.77
Utility/Agricultural Tractors	John Deere	5045D	\$13,106.40
Utility/Agricultural Tractors	John Deere	5045E	\$18,170.94
Utility/Agricultural Tractors	John Deere	5055D	\$14,263.10
Utility/Agricultural Tractors	John Deere	5055E	\$20,296.00
Utility/Agricultural Tractors	John Deere	5065E	\$16,495.66
Utility/Agricultural Tractors	John Deere	5065M	\$27,464.12
Utility/Agricultural Tractors	John Deere	5075E	\$18,855.50
Utility/Agricultural Tractors	John Deere	5075M	\$29,709.16
Utility/Agricultural Tractors	John Deere	5083E	\$30,225.20
Utility/Agricultural Tractors	John Deere	5085M	\$32,144.96
Utility/Agricultural Tractors	John Deere	5093E	\$32,773.48
Utility/Agricultural Tractors	John Deere	5095M	\$36,255.80
Utility/Agricultural Tractors	John Deere	5101E	\$35,175.84
Utility/Agricultural Tractors	John Deere	5105M	\$38,557.84
Crossover Utility Vehicles & Equipment	John Deere	Gator 850D	\$9,665.54
HPX Utility Vehicles & Equipment	John Deere	Gator HPX 4X4	\$7,739.14

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HPX Utility Vehicles & Equipment	John Deere	Gator HPX 4X4 Diesel	\$9,115.14
Gator Utility Vehicles & Equipment	John Deere	Gator TX 4X2	\$6,535.14
Gator Utility Vehicles & Equipment	John Deere	Gator TH 6X4	\$7,463.94
Gator Utility Vehicles & Equipment	John Deere	Gator TS 4X2	\$5,589.14
Gator Utility Vehicles & Equipment	John Deere	Gator TX 4X2	\$6,535.14
Gator Utility Vehicles & Equipment	John Deere	Gator TH 6X4	\$7,463.94
Gator Utility Vehicles & Equipment	John Deere	Gator TH 6X4 Diesel	\$9,459.14
Gator Utility Vehicles & Equipment	John Deere	Gator TE 4X2 Electric	\$8,126.14
Crossover Utility Vehicles & Equipment	John Deere	Gator XUV 4X4	\$8,599.14

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Equipment for Utility Tractors	John Deere	HX15 Cutter	\$13,341.80	0%	1%	2%	3%	4%
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John Deere's Multiple Unit Discount for all catalog items provided under this Contract consists of the following:

A multiple unit discount is available to all State Agencies and all political subdivisions in the State of Michigan, purchasing 3 or more like products on the same purchase order. "Like products" are defined as products appearing in the same tab section of the price book. Compatible implements sold with such products will also qualify per the schedule below:

0 - 2 Units	0% Discount
3 - 4 Units	1% Discount
5 - 6 Units	2% Discount
7 - 8 Units	3% Discount
9 or more	4% Discount

Contract No. 071B0200317
Attachment B Discount Schedule



JOHN DEERE COMPANY
2000 JOHN DEERE RUN
CARY, NC 27513

MI RFP 071I0200073 DISCOUNT SCHEDULE

PRODUCT DESCRIPTION:	PRICE TAB	EQUIPMENT DISCOUNT %	PRICE PAGE DATES
Walk-Behind Products	L15	0%	01Apr10
Residential Zero-Turn Mowers	L21	0%	05Feb10
Lawn Tractors (excludes 100 Series Tractors)	L25	15%	18Dec09
100 Series Tractors		0%	
Garden Tractors	L30	18%	04Dec09
Equipment for Riders & Tractors	L35	18%	01Apr10
Compact Utility Vehicles & Equipment	L40	14%	01Nov09
Commercial Walk-Behind Mowers	C10	14%	01Nov09
Commercial Zero Turn Radius Mower	C13	23%	05Mar10
Commercial Front Mowers	C15	23%	28Jan10
Commercial Wide-Area Mowers	C18	23%	01Nov09
Advantage Compact Utility Tractors	C19	8%	01Nov09
Compact Utility Tractors	C20	17%	08Jan10
Equipment for Compact Utility Tractors	C25	21%	01Mar10
Tractor Loader Backhoe & Equipment	C27	21%	01Nov09
Crossover Utility Vehicles & Equipment	C41	14%	16Apr10
Utility Vehicles & Equipment	C42	14%	02Feb10
High Performance Utility Vehicles & Equipment	C47	14%	16Apr10
Reel Mowers	G10	24%	29Jan10
Special Application Mowers	G15	24%	04Dec09
Special Application Vehicles and Equipment	G20	24%	04Feb10
Aeration	G25	24%	26Feb10
Debris Maintenance	G30	24%	01Nov09
Utility / Agricultural Tractors: (5045D/5055D/5045E/5055E/5065E/5075E) (5065M/5075M5085/5095M/5105M) (5083E/5093E/5101E) (6000's through 9000's Series)	A2	14% 24% 24% 24%	16Apr10
Combines	A3	24%	05Feb10
Header Equipment			05Feb10
Compatibility Equipment			05Feb10
Cotton	A4	24%	05Feb10
Hay & Forage – Balers	A5	24%	05Feb10
Hay & Forage – Chopper			05Feb10
Hay & Forage – Harvester			05Feb10
Hay & Forage – MOCO			05Feb10

Contract No. 071B0200317
Discount Schedule (continued)



Hay & Forage – Windrowers			05Feb10
Hay & Forage – Attachments for Non-Current			05Feb10
Chisel Plows	A6	24%	05Feb10
Disks			05Feb10
Field Cultivators			05Feb10
Moldboard Plows			05Feb10
Mulch Finisher Tillers			05Feb10
Nutrient Applicators			05Feb10
Rippers			05Feb10
Seedbed Finisher			05Feb10
Air Seeding	A7	24%	05Feb10
Custom Built Planters			05Feb10
Drills			05Feb10
Planters			05Feb10
Sprayers	A8	24%	05Feb10
Equipment for Utility Tractors	A9	24%	
Backhoes			05Feb10
Flail Mowers Shredders			05Feb10
Loaders			05Feb10
Rotary Cutters			05Feb10
Scrappers	05Feb10		
Ag Management Solutions	A10	3%	05Feb10
FRONTIER EQUIPMENT:			
Cotton		18%	19Feb10
Cutting & Mowing		18%	16Apr10
Hay & Forage		18%	16Apr10
Landscaping		18%	16Apr10
Livestock		18%	19Mar10
Material Handling		18%	12Mar10
Planting & Seeding		18%	16Apr10
Snow Products		18%	02Apr10
Tillage		18%	19Feb10
Transports		18%	12Mar10



Attachment C, Michigan John Deere Dealer Listing

MICHIGAN JOHN DEERE DEALER LISTING

Dealer Name	Dir Phys Address 1	Dir Phys City	Dir Phys Zip	Dir Phone	Dir Fax No
DEXTER'S, INC.	3804 SOUTH ADRIAN HIGHWAY	ADRIAN	49221	5172636050	5172639570
JOE'S LAWN & GARDEN, INC.	13015 68TH AVENUE	ALLENDALE	49401	6168956400	6168956410
GREENIA'S OUTDOOR POWER	3545 VANDYKE ROAD	ALMONT	48003	8107980010	8107980074
GAMBLES OF ALPENA	2534 U.S. 23 SOUTH	ALPENA	49707	9893566356	9893566454
FILLMORE EQUIPMENT, INC.	1224 ATHENS RD	ATHENS	49011	2697295471	2697294844
TRI COUNTY EQUIP-SANDUSKY	1314 SAND BCH RD	BAD AXE	48413	9892699249	9892699091
DADOW POWER EQUIPMENT, INC.	1028 E MICHIGAN AVE	BATTLE CREEK	49014	2699637138	2699636631
VOELKER IMPLEMENT SALES INC	18880 NORTHLAND DRIVE	BIG RAPIDS	49307	2317966302	2317966404
BADER BROTHERS, INC.	8461 MAIN STREET	BIRCH RUN	48415	9896249356	9896249605
TRI COUNTY EQUIP-SANDUSKY	4135 DAVISON ROAD	BURTON	48509	8107423364	8107423646
TRI COUNTY EQUIP-SANDUSKY	415 BIEBEL ROAD	CARO	48723	9896738400	9896735922
WEINGARTZ SUPPLY CO	11875 NORTHLAND DRIVE	CEDAR SPRINGS	49319	6166962913	6166960618
D & G EQUIPMENT, INC.	110 SOUTH LINCOLN	CHARLOTTE	48813	5175432540	5175434470
FOUR SEASONS YARD & SPORT	5426 ALPINE AVE. N.W.	COMSTOCK PARK	49321	6167842471	6167846618
D & G EQUIPMENT, INC.	1047 N. SHIAWASSEE STREET	CORUNNA	48817	9897438844	9897438855
BOULLION SALES, INC.	8530 N. TERRITORIAL RD.	DEXTER	48130	7344268527	7344262004
FILLMORE EQUIPMENT, INC.	7878 EAST MAIN STREET	EAU CLAIRE	49111	2694616733	2694613327
WORK 'N PLAY SHOP	9821 US 31	ELLSWORTH	49729	2315992822	2315992954
WEINGARTZ SUPPLY CO	39050 GRAND RIVER AVE	FARMINGTN HLS	48335	2484713050	2484716948
MID STATE EQUIP SALES & SVC	2139 W BALDWIN ROAD	FENTON	48430	8106554886	8106553293
THE POWER SHOP	7441 WEST 48TH ST	FREMONT	49412	2319243540	2319246433
LAPPAN'S OF GAYLORD, INC.	4085 S OLD 27	GAYLORD	49735	9897323274	9897322696
BADER & SONS CO.	332 WEST SAGINAW HWY	GRAND LEDGE	48837	5176222220	5176277957
NELSON'S SPEED SHOP, INC.	4566 N GREENVILLE RD	GREENVILLE	48838	6167549185	6167545780
FILLMORE EQUIPMENT, INC.	2900 N M-43 HIGHWAY	HASTINGS	49058	2699459526	2699455958
D & G EQUIPMENT, INC.	1155 SOUTH MILFORD ROAD	HIGHLAND	48357	2488872410	2488873937
JOHN HOEKSEMA INC	11483 E LAKEWOOD BLVD	HOLLAND	49424	6163968132	6169280248
FILLMORE EQUIPMENT, INC.	4098 M40	HOLLAND	49423	2697515141	2697517081
D & G EQUIPMENT, INC.	3915 TRACTOR DRIVE	HOWELL	48855	5175406141	5175406144



PERFORMANCE AUTO N W	2710 AIRPORT ROAD	JACKSON - P	49202	5177897151	5177895155
FILLMORE EQUIPMENT, INC.	2040 CHICAGO DRIVE	JENISON	49428	6166692000	6166694399
GODFREY BROS., INC.	1166 EAST CHICAGO ROAD	JONESVILLE	49250	5178499966	5178492358
STEENSMA LAWN & POWER EQUIP	7561 WEST STADIUM DRIVE	KALAMAZOO	49009	2693756476	2693758193
FILLMORE EQUIPMENT, INC.	13940 EAGLE RIDGE DRIVE	KENT CITY	49330	6166757500	6166757504
DEER COUNTRY L & G EQPT	5386 LAPEER ROAD	KIMBALL	48074	8109841948	8109845354
LECKLER'S, INC.	13001 TELEGRAPH RD	LA SALLE	48145	7342422344	7342426590
VOELKER IMPLEMENT SALES INC.	4363 S MOREY ROAD	LAKE CITY	49651	2318398660	2318398665
TRI COUNTY EQUIP-SANDUSKY	3120 N. LAPEER ROAD	LAPEER	48446	8106643798	8106647246
DISTRIBUTING CORP OF AMERICA	65809 GRATIOT	LENOX	480502013	5867277502	5867277311
BADER & SONS CO.	500 N GARFIELD ROAD	LINWOOD	48634	9896974486	9897908015
COMMERCIAL LAWNMOWER INC	32098 PLYMOUTH ROAD	LIVONIA	48150	7345250980	
TRI COUNTY EQUIP-SANDUSKY	7454 VANDYKE HIGHWAY	MARLETTE	48453	8103462761	8103463406
D & G EQUIPMENT, INC.	710 N. CEDAR STREET	MASON	48854	5176769588	5176769694
NAPOLEON LAWN & LEISURE	6595 BROOKLYN ROAD M-50	NAPOLEON	49261	5175364256	5175368230
FILLMORE EQUIPMENT, INC.	58794 COUNTY RD 671 N	PAW PAW	49079	2696576029	2696573332
STEENSMA LAWN & POWER EQUIP	633 11TH STREET	PLAINWELL	49080	2696859557	2696859712
BADER & SONS CO.	6018 E GRAND RIVER AVE	PORTLAND	48875	5176474164	5176474180
BADER BROTHERS, INC.	9952 SAGINAW STREET	REESE	48757	9898684165	9898689699
D & G EQUIPMENT, INC.	290 NORTH RAILROAD	RIVESJUNCTION	49277	5175692405	5175692344
ROCHESTER LAWN EQ CENTER	94 W AUBURN RD	ROCHESTER HLS	48307	2488525171	2488528965
BADER & SONS CO.	4240 E. ROSEBUSH ROAD	ROSEBUSH	48878	9897791707	9897791726
BADER BROTHERS, INC.	6150 BAY ROAD	SAGINAW	48604	9897911234	0000000000
BEE'S SPORTS,FARM & AUTO INC	2137 S US-27	SAINT JOHNS	48879	9892243201	9892249291
TRI COUNTY EQUIP-SANDUSKY	989 WEST SANILAC	SANDUSKY	48471	8106482404	8106482226
THESIER EQUIP. CO.	28342 PONTIAC TRAIL	SOUTH LYON	48178	2484372091	2484372140
BADER & SONS CO.	1365 E MONROE RD	ST LOUIS	48880	9896815771	9896814041
BADER & SONS CO.	106 N OCCIDENTAL HWY	TECUMSEH	49286	5174232133	5174236505
FILLMORE EQUIPMENT, INC.	16700 HEIMBACH ROAD	THREE RIVERS	49093	2692731200	2692736794
CLASSIC MOTOR SPORTS & LAWN	480 US 31 SOUTH	TRAVERSE CITY	496848707	2319439344	2319434201
CARD EQUIPMENT CO.	303 STATE STREET - BOX 116	TWINING	48766	9898674221	9898674604
FILLMORE EQUIPMENT, INC.	14501 US 12	UNION	49130	2696415841	2696415241
WEINGARTZ SUPPLY CO.	46061 VAN DYKE AVE	UTICA	48317	5867317240	5867319319
CLASSIC FARM EQUIPMENT	5858 MOORE ROAD	WILLIAMSBURG	49690	2312679400	

Contract No. 071B0200317



D & G EQUIPMENT, INC.	2525 E GRAND RIVER AVE	WILLIAMSTON	48895	5176554606	5176553156
SELL'S EQUIPMENT	19185 WEST ROAD	WOODHAVEN	48183	7346925100	7346925199

**Contract No. 071B0200317
Attachment D, Warranties**



**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL PRODUCTS AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Limited, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "authorized dealer"). The authorized dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting products which may have a delayed warranty start date, but only if established by John Deere and noted by the selling dealer on the Purchase Order). **Included in Compact Utility Tractor Powertrain Warranty - Engine:** cylinder block, cylinder head, valve covers, oil pan, timing gear covers, flywheel housing, and all parts contained therein (does not include fuel, electrical, cooling, intake or exhaust components). **Powertrain:** hydrostatic transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders).

AGRICULTURAL EQUIPMENT	WARRANTY TERM
Tractors	24 Months or 2000 Hours, Whichever Comes First
Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in scraper applications)	90 Days
Scrapers	6 Months
Frontier Equipment™ CR14, LL13, LL14, and DH44 Series Other Frontier Equipment™	6 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application 12 months in Agricultural or Residential-Personal Use, 90 Days in Any Other Application
All other Equipment (includes Aq Management Solutions (AMS) products)	12 Months
Engines in Self-Propelled Equipment except Tractors*	24 Months or 2000 Hours, Whichever Comes First
*Engine Items Covered months 13 through 24 – Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24.	
SWEEPS, SHOVELS, PLOW SHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.	
TURF & UTILITY EQUIPMENT	WARRANTY TERM
1) All Turf & Utility Equipment and Attachments (except for (i) Equipment listed in 2 through 11 below; and, (ii) John Deere Golf equipment, which is covered under separate warranty).	24 Months in Private Residential - Personal Use 12 Months in Any Other Application
2) Residential EZtrak Mowers, 100, L100, LA100 and G100 Series Tractors and Attachments	24 Months or 120 Hours, Whichever Comes First
3) Z500 Series ZTrak Mowers and Attachments	24 Months or 300 Hours, Whichever Comes First
4) X300 Series Tractors and Attachments	48 Months or 300 Hours, Whichever Comes First
5) X500 Series Tractors and Attachments	48 Months or 500 Hours, Whichever Comes First
6) X700 Series Tractors and Attachments	48 Months or 700 Hours, Whichever Comes First
7) JS Series Residential Walk-Behind Mowers	24 Months in Private Residential - Personal Use 90 Days in Any Other Application
8) Wide Area Mowers, Front Mower Traction Units (with diesel or 20 HP and above engines), Commercial ZTrack Mowers (except Z500 and Z700 Series), Commercial Walk Behind Mowers (36" or larger), and 7-IRON Mower Decks	24 Months
9) Z700 Series ZTrak Mowers	24 Months or 700 Hours, Whichever Comes First
10) Compact Utility Tractors	24 Months or 2000 Hours, Whichever Comes First
a) Powertrain on Compact Utility Tractors (components as per B above)	36 Months or 2000 Hours, Whichever Comes First
11) Gator Utility Vehicles (except Compact Series), Tractor Loader Backhoes (TLB), Other mower decks, implements, and attachments for Equipment listed in 8 through 11	12 Months or 1000 Hours, Whichever Comes First

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with each product; (2) Non-John Deere engines in self-propelled Forage Harvesters, other than model 7950, are warranted separately by their respective manufacturer; (3) John Deere is not responsible for Yanmar fuel injection pumps and nozzles during the original manufacturer's warranty period. When the pump manufacturer's warranty is less than the engine warranty, John Deere will provide warranty during the remainder of the original engine warranty term; (4) John Deere Hand Held-Portable products are covered by a separate warranty; (5) When applicable, a separate emissions warranty statement will be provided by the selling Dealer. (6) John Deere Walk Behind Snowthrower equipment is warranted under a separate warranty. (7) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications and modifying combine grain tanks; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to the authorized dealer within a reasonable time.

E. NO IMPLIED WARRANTY, REPRESENTATION OR CONDITION – To the extent permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises express or implied as to the quality, performance or freedom from defect of the Equipment covered by these warranties other than those set forth above, AND NO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS ARE MADE. TO THE EXTENT LEGALLY REQUIRED, ANY IMPLIED WARRANTIES OR CONDITIONS SHALL BE LIMITED IN DURATION TO THE APPLICABLE PERIOD OF WARRANTY SET FORTH ON THIS PAGE. THE PURCHASER'S ONLY REMEDIES IN CONNECTION WITH THE BREACH OR PERFORMANCE OF ANY WARRANTY ON JOHN DEERE EQUIPMENT ARE THOSE SET FORTH ON THIS PAGE. IN NO EVENT WILL THE DEALER, JOHN DEERE OR ANY COMPANY AFFILIATED WITH JOHN DEERE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. (Note: Some jurisdictions do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations and exclusions may not apply to you.) In the event the above warranty fails to correct purchaser's performance problems caused by defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by John Deere of actual damages in an amount not to exceed the amount paid for the product. This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

F. NO DEALER WARRANTY – THE DEALER HAS NO AUTHORITY TO MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

G. If further information is desired, contact the selling Dealer or John Deere at 1-866-993-3373 (Agricultural) or 1-800-537-8233 (Turf & Utility Equipment).



JOHN DEERE 2 YEAR WARRANTY FOR NEW GOLF & SPORTS TURF PRODUCTS



A. GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified in C below) of new John Deere Golf & Turf products listed in Sections B.1 and B.2 below, as delivered to the original retail purchaser, that are defective in material or workmanship. Performance of the warranties will be free of charge for parts and labor, except as otherwise stated below.

any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere distributor within ninety days of installation or before expiration of the product's warranty, whichever is earlier.

B. WHAT IS WARRANTED

1. Basic Machine Warranty

All parts of the John Deere product are covered by warranty for 24 months and unlimited hours, from the date of delivery.

- Aercore Aerators: 800, 1000, 1500, 2000
- Bunker Rakes: 1200A & 1200H
- Core Pulverizer: CP-48
- Debris Maint: TC125
- Reel Mowers (A, B, C, E versions included):
180, 220, 260, 2500, 2653, 1905,
3215, 3225, 3235
7000 & 8000 Series
- Rotary Mowers: 3245, 7000 & 8000 Series
- Trailed Gang: 365 - 5 & 7 Gang

F. SECURING WARRANTY SERVICE

To obtain performance of this warranty, the original retail purchaser must request warranty service from a John Deere Distributor authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the distributor's place of business, and inform the distributor in what way the purchaser believes the product to be defective.

2. Exceptions

Product with 24 months or 1500 hours, whichever comes first.

- ProGator: 2020, 2030, 2020A, 2030A
- Turf Gator: Turf, TX Turf
- Sprayer: 200, HD200, HD300
- Top Dresser: TD100
- Turf Gator: E Gator, TE Gator

G. NO IMPLIED WARRANTY OR OTHER REPRESENTATION

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations or promises as to the quality, performance or freedom from defect of the product covered by this warranty.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

C. ITEMS WARRANTED SEPARATELY

This warranty does not apply to batteries, radios, tires, and sprayer controllers which are covered by separate written warranties, unless listed in the applicable Parts Catalog.

H. LIMITATION OF PURCHASER'S REMEDIES

Where permitted by law, the purchaser's only remedies in connection with the breach of performance of any warranty on John Deere Golf & Turf Products are those set forth on this page. In no event will the distributor, John Deere or any company affiliated with John Deere be liable for incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss.

D. ITEMS NOT COVERED

John Deere is not responsible for the following:

1. Premiums charged for overtime labor requested by the purchaser.
2. Service calls made by the distributor.
3. Used products.
4. Any product that has been altered or modified in ways not approved by John Deere, including, but not limited to, setting injection pump fuel delivery above John Deere specifications.
5. Depreciation or damage caused by normal wear, lack of reasonable and proper protection during storage, or accident.
6. Normal maintenance and replacement of maintenance and wear items, such as oil, filters, coolants and conditioners, blades and other cutting/mowing parts, belts, brake and clutch linings, spark plugs, hoses, tires and batteries.

I. NO DISTRIBUTOR WARRANTY

The selling distributor makes no warranty of its own on any item warranted by John Deere and makes no warranty on any other item unless it delivers to the purchaser a separate written certificate specifically warranting the item.

THE DISTRIBUTOR HAS NO AUTHORITY TO MAKE ANY REPRESENTATION OR PROMISE ON BEHALF OF JOHN DEERE, OR TO MODIFY THE TERMS OR LIMITATIONS OF THIS WARRANTY IN ANY WAY.

E. PARTS REPLACED UNDER WARRANTY

Only new or remanufactured parts or components furnished or approved by John Deere, will be used to repair the product. If

Contract No. 071B0200317
Attachment E, Tax Exempt Certificate



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT & BUDGET
LANSING

LISA WEBB SHARPI
DIRECTOR

MICHIGAN SALES TAX EXEMPTION CERTIFICATE

You recently requested an exemption certificate or exempt number to substantiate the State of Michigan's claim for exemption. Purchases by the State of Michigan are exempt from Michigan sales and use tax according to the Michigan Sales and Use Tax Acts (MCL 205.54(5) and MCL 205.94(h), respectively) and MAC R 205.79. See reprint below.

R 205.79 Federal and state governments.

Rule 29. (1) Sales to the United States government, the state and its political subdivisions, departments and institutions are not taxable if such sales are ordered on the prescribed respective government form or purchase order and are paid for directly to the seller by warrant on government funds.

(2) When such sales are made without the required purchase order form being supplied in advance, the sale is taxable but the licensee may later take credit for the tax payment upon his subsequent receipt of purchase order and warrant covering such sales.

(3) Sales to governmental employees for their own consumption or use are taxable.

(4) The tax applies on sales by private entrepreneurs on federal areas, if the sale is not made directly to an exempt federal instrumentality.

(5) The tax does not apply on sales to the regular departments of the United States government. Exempt also are sales to federal agencies, offices, establishments and instrumentalities which the state is prohibited from taxing under the constitution or laws of the United States. Address inquiries to the department of revenue as to the taxability of sales to specific federal agencies, giving full information concerning the transaction.

(6) A person subject to a tax under this act need not include in the amount of his gross proceeds used for the computation of the tax any proceeds of his business derived from sales to the United States, its unincorporated agencies and instrumentalities, any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States, the American Red Cross and its chapters and branches, and the state or its departments and institutions or any of its political subdivisions.

(7) Sales to and purchases by national banks are taxable.

The undersigned hereby certifies that the State of Michigan, its Departments and Agencies, are qualified for exemption under Rule 29(6) of the Sales Tax Division, Michigan Department of Treasury, and the item(s) being purchased are to be used or consumed in connection with the operation of the State of Michigan, Department, Institution or Agency named in the space provided below and that the consideration for this purchase moves from the funds of the designated Department, Institution or Agency. In the event that this claim is disallowed, the purchaser will reimburse the seller for the amount of tax involved.

Signed by:

Sergio Panéque, Director
Business Services Administration
Department of Management & Budget

Federal ID Number:

38-6000134

State Sales Tax Number:

A-154961

Vendor Issued to:

Agency Issued for:

530 W. ALLEGAN • 2ND FLOOR MASON BUILDING • P.O. BOX 30026 • LANSING, MICHIGAN 48909

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