

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

December 8, 2008

CHANGE NOTICE NO. 4  
TO  
CONTRACT NO. 071B3001357  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR <b>New Holland North America, Inc.</b> <b>500 Diller Avenue</b> <b>P. O. Box 1895 - Mail Station 248</b> <b>New Holland, PA 17557</b>  Email: <a href="mailto:tim.sumner@newholland.com">tim.sumner@newholland.com</a>	TELEPHONE (717) 355-4763 <b>Tim Sumner</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1647 <b>Irene Pena</b>
Contract Administrator: Irene Pena <b>Agriculture Equipment and Tractors - Optional Use - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>August 1, 2009</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

The attached price list was effective September 1, 2008 and is hereby incorporated into this Contract.

All other terms, conditions, specifications and pricing remains unchanged.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$500,000.00**



September 30, 2008

List of New Holland product conversions for State of Michigan Contract:

<u>Previous Models</u>	<u>Replacement Models</u>	<u>% off List Price</u>
<u>Tractors:</u>		
GTA series	Current Inventory Only	
MY series	Current Inventory Only	
MC22	Current inventory only	
MC28	G6030 30hp	30%
MC35	G6035 36hp	30%
TZ18, TZ22DA, T1010	BOOMER 1020	16%
TZ25DA, T1030	BOOMER 1025	16%
TZ26DA, T1110	BOOMER 1030	17%
TZ31DA, T2210	BOOMER 2030	17%
TZ34DA, TC34DA, TC31DA, T2220	BOOMER 2035	17%
TC30	T1510	6%
T1520	T1520	6%
TC35A/DA	Current inventory only	
TC40A/DA, T2310	BOOMER 3040	22%
TC45A/DA, T2320	BOOMER 3045	22%
T2330	BOOMER 3050	22%
TC48A, TC55A, T2410	BOOMER 4055	22%
T2420	BOOMER 4060	22%
TN60A/DA	Current Inventory Only	
TN70A/DA	I4020	23%
IN75A/DA/SA	T4030	23%
TN85A/DA	T4040	23%
TN95A/DA	T4050	23%
TL80A	T5040	31%
TL90A	T5050	31%
TL100A	T5060	31%
New	I5070	31%
IB110, TB120	Will be replaced by TS6000 & 10S Series in 2009	23%
TS100A	T6010	27%
TS110A	T6020	27%
TM120, TS115A	T6030	27%
New	T6040	27%
TM130, TS125A	T6050	27%
TS130A	T6060	27%



<u>Previous Models</u>	<u>Replacement Models</u>	<u>% off List Price</u>
TM140, TS135A	T6070	27%
New	T6080	27%
TM155	T7030	33%
TM175	T7040	33%
TM190	T7050	33%
New	T7060	33%
TG215	T8010	28%
TG245	T8020	28%
TG275	T8030	28%
TG305	T8040	28%
New	T8050	28%
TJ280	Current inventory only	
TJ330	T9020	27%
TJ380	T9030	27%
TJ430	T9040	27%
TJ480	T9050	27%
TJ530	T9060	27%
TV145	IV6070	20%
Implements	Implements	15%
Compact Loaders	Compact Loaders	16%
610tl, 620tl Loaders	610tl, 620tl Loaders	16%
CR940	CR9040	26%
CR960	CR9060	26%
CR970	CR9070	26%
New	CR9080	26%
FX30	Current Inventory Only	
FX40	FR9040	23%
FX50	FR9050	23%
FX60	FR9060	23%
New	FR9080	23%
New	FR9090	23%
HW305/305S, HW325	H8040	28%
HW345	H8060	28%
HW365	H8080	28%

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

July 31, 2008

CHANGE NOTICE NO. 3  
TO  
CONTRACT NO. 071B3001357  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF VENDOR <b>New Holland North America, Inc.</b> <b>500 Diller Avenue</b> <b>P. O. Box 1895 - Mail Station 248</b> <b>New Holland, PA 17557</b> <b>Email: tim.sumner@newholland.com</b>	TELEPHONE (717) 355-4763 <b>Tim Sumner</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-1647 <b>Irene Pena</b>
Contract Administrator: Irene Pena <b>Agriculture Equipment and Tractors - Optional Use - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>August 1, 2009</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective immediately this Contract is hereby EXTENDED through August 1, 2009.

The buyer has been changed to Irene Pena.

All other terms, conditions, specifications and pricing remains unchanged.

**AUTHORITY/REASON:**

Per DMB Purchasing Operations

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$500,000.00**

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

December 18, 2006

**CHANGE NOTICE NO. 2**  
**TO**  
**CONTRACT NO. 071B3001357**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>New Holland North America, Inc.</b> <b>500 Diller Avenue</b> <b>P. O. Box 1895 - Mail Station 248</b> <b>New Holland, PA 17557</b>		TELEPHONE (717) 355-4763 <b>Tim Sumner</b>
		VENDOR NUMBER/MAIL CODE
		BUYER (517) 241-2619 <b>Seleana Samuel</b>
Contract Administrator: Seleana Samuel <b>Agriculture Equipment and Tractors - Optional Use - Statewide</b>		
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>August 1, 2008</b>		
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>	
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>	
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>		

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

The TSA series tractors are replaced with a new series of tractors (T6000 series) and the TM175 and TM190 are replaced with the T7000 series.

The T6000 Delta models T6020, T6030, and T6050 replace the TSA standard models TS110A, TSA115A, and TS130A. The T6000 Plus models T6010, T6030, T6050, and T6060 replace the TS100A, TS115A, TS125A and TS135A. In addition, there is an additional model T6020 Plus.

The T7040 and T7050 replace the TM175 and TM190 and there will also be two new models, T7030 and T7060.

The contractor will honor the 27% discount off of list price for all T6000 standard models, 29% off of list for all T6000 Plus models, and 33% off list for the T7000 models.

Please refer to the revised price schedule for revised pricing.

**AUTHORITY/REASON:**

Per vendor contact (Tim Sumner) dated December 1, 2006 and DMB/Purchasing Operations.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$500,000.00**

**PRICING DISCOUNT SCHEDULE**

ALL PRICES ARE BASED ON DISCOUNTS OFF OF MANUFACTURER'S CURRENT SUGGESTED LIST PRICE.

STATE OF MICHIGAN PRICING OF NEW HOLLAND EQUIPMENT		12/1/06
ITEM	DESCRIPTION	DISCOUNT PERCENTAGE OFF LIST PRICE
MY Series	Lawn/Yard Tractors - 16 to 19 Hp Models - MY16, MY17, and MY19	26%
GTA Series	Garden Tractors - 18 to 22 Hp Models - GTA18, GTA20 and GTA22	23%
MC Mowers	Commercial Mowers - 22 to 35 Gross Hp Models - MC22, MC28 and MC35	30%
TZ Tractors	Compact Diesel Tractors - 13.7 to 19.0 PTO Hp Models - TZ18DA, TZ22DA, and TZ25DA	21%
TC Tractors	Compact Diesel Tractors - 17.5 to 28.9 PTO Hp Models - TC23DA, TC26DA, TC31DA and TC34DA	24%
TC Tractors	Compact Diesel Tractors - 25.5 PTO Hp Model - TC30	6%
TC Tractors	Compact Diesel Tractors - 29.1 to 47.0 PTO Hp Models - TC35DA, TC40DA, TC45DA, TC48DA, and TC55DA	22%
TN Tractors	All Purpose Tractors - 45 PTO Hp Models - TN60A and TN60DA	20%
TN Tractors	All Purpose Tractors - 57 to 77 PTO Hp Models - TN70A, TN70DA, TN75A, TN75DA, TN85A, TN85DA, TN95A and TN95DA	23%
TB Tractors	Specialty Tractors - 80 to 96 PTO Hp Models - TB100, TB110, and TB120	23%
TL Tractors	All Purpose Tractors - 66 to 82 PTO Hp Models - TL80A, TL90A and TL100A	31%
TS-A & T6000 Tractors *	Standard Tractors - 90 to 110 PTO Hp Models - TS110A, TS115A, TS130A, T6020, T6030, T6050	27%
TS-A & T6000 Tractors *	Plus Tractors - 80 to 120 PTO Hp Models - TS100A, TS115A, TS125A and TS135A T6010, T6020, T6030, T6050, T6070	29%
TM & T7000 Tractors *	All Purpose Tractors - 95 to 180 PTO Hp Models - TM120, TM130, TM140, TM155, TM175 TM190, T7030, T7040, T7050, T7060	33%
TG Tractors	High Horsepower Tractors Models - TG215, TG245, TG275 and TG305	28%
TV145	Bi-Directional Four Wheel Drive Tractor Model - TV145	20%
TJ Tractors	Four Wheel Drive Tractors Models - TJ280, TJ330, TJ380, TJ430, TJ480, TJ530	27%
HW Windrowers	Self Propelled Windrowers - 87 to 166 Hp Base Unit with 12 to 18 Ft Headers	28%
FX Forage Harvester	Self Propelled Forage Harvester - 360 to 525 Hp Models FX30, FX40 and FX60	23%
CR Combines	Self Propelled Twin Rotor Combines - 255 to 370 Hp Models - CR920, CR940, CR960 and CR970	26%
NH Pull Type Impl	New Holland Pull Type Hay, Forage and Material Handling Implements	25%
Tractor Attachments	Front End Loaders, Mowers, Snow Blowers, Tillers, Blades, Post Hole Diggers and Backhoes	15%

PLEASE ALLOW 30 - 180 DAYS FOR DELIVERY

\* New Product offerings

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

May 22, 2006

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B3001357**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>New Holland North America, Inc.</b> <b>500 Diller Avenue</b> <b>P. O. Box 1895 - Mail Station 248</b> <b>New Holland, PA 17557</b>	TELEPHONE (717) 355-4763 <b>Tim Sumner</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2619 <b>Seleana Samuel</b>
Contract Administrator: Seleana Samuel <b>Agriculture Equipment and Tractors - Optional Use - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>August 1, 2008</b>	
TERMS <b>N/A</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>N/A</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**NATURE OF CHANGE (S):**

Effective May 2, 2006 the Buyer for this Contract has been changed to Seleana Samuel. In addition, Vendor contact person has been changed to Tim Sumner.

Effective June 1, 2006, pricing for this Contract will be based on the 2006 New Holland Suggested List Price dated June 1, 2006. The discount structure is attached.

All other specifications, terms and conditions remain the same.

**AUTHORITY/REASON:**

In accordance with Section I-X PRICE ADJUSTMENTS of the Contract.

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$500,000.00**

**PRICING DISCOUNT SCHEDULE**

ALL PRICES ARE BASED ON DISCOUNTS OFF OF MANUFACTURER'S CURRENT SUGGESTED LIST PRICE.

STATE OF MICHIGAN PRICING OF NEW HOLLAND EQUIPMENT		6/1/06
ITEM	DESCRIPTION	DISCOUNT PERCENTAGE OFF LIST PRICE
MY Series *	Lawn/Yard Tractors - 16 to 19 Hp Models - MY16, MY17, and MY19	26%
GTA Series	Garden Tractors - 18 to 22 Hp Models - GTA18, GTA20 and GTA22	23%
MC Mowers	Commercial Mowers - 22 to 35 Gross Hp Models - MC22, MC28 and MC35	30%
TZ Tractors	Compact Diesel Tractors - 13.7 to 19.0 PTO Hp Models - TZ18DA, TZ22DA, and TZ25DA	21%
TC Tractors	Compact Diesel Tractors - 17.5 to 28.9 PTO Hp Models - TC23DA, TC26DA, TC31DA and TC34DA	24%
TC Tractors	Compact Diesel Tractors - 25.5 PTO Hp Model - TC30	6%
TC Tractors	Compact Diesel Tractors - 29.1 to 47.0 PTO Hp Models - TC35DA, TC40DA, TC45DA, TC48DA, and TC55DA	22%
TN Tractors *	All Purpose Tractors - 45 PTO Hp Models - TN60A and TN60DA	20%
TN Tractors	All Purpose Tractors - 57 to 77 PTO Hp Models - TN70A, TN70DA, TN75A, TN75DA, TN85A, TN85DA, TN95A and TN95DA	23%
TB Tractors	Specialty Tractors - 80 to 96 PTO Hp Models - TB100, TB110, and TB120	23%
TL Tractors	All Purpose Tractors - 66 to 82 PTO Hp Models - TL80A, TL90A and TL100A	31%
TS-A Tractors *	Standard Tractors - 90 to 110 PTO Hp Models - TS110A, TS115A, TS130A	27%
TS-A Tractors	All Purpose Tractors - 80 to 115 PTO Hp Models - TS100A, TS115A, TS125A and TS135A	29%
TM Tractors	All Purpose Tractors - 95 to 160 PTO Hp Models - TM120, TM130, TM140, TM155, TM175 and TM190	33%
TG Tractors	High Horsepower Tractors Models - TG215, TG245, TG275 and TG305	28%
TV145	Bi-Directional Four Wheel Drive Tractor Model - TV145	20%
TJ Tractors	Four Wheel Drive Tractors Models - TJ280, TJ330, TJ380, TJ430, TJ480, TJ530	27%
HW Windrowers	Self Propelled Windrowers - 87 to 166 Hp Base Unit with 12 to 18 Ft Headers	28%
FX Forage Harvester	Self Propelled Forage Harvester - 360 to 525 Hp Models FX30, FX40 and FX60	23%
CR Combines	Self Propelled Twin Rotor Combines - 255 to 370 Hp Models - CR920, CR940, CR960 and CR970	26%
NH Pull Type Impl	New Holland Pull Type Hay, Forage and Material Handling Implements	25%
Tractor Attachments	Front End Loaders, Mowers, Snow Blowers, Tillers, Blades, Post Hole Diggers and Backhoes	15%

PLEASE ALLOW 30 - 180 DAYS FOR DELIVERY

\* New Product offerings

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

January 27, 2004

**NOTICE**  
**OF**  
**CONTRACT NO. 071B3001357**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>New Holland North America, Inc.</b> <b>500 Diller Avenue</b> <b>P. O. Box 1895 - Mail Station 248</b> <b>New Holland, PA 17557</b>	TELEPHONE (717) 355-1966 <b>Robert Jackson</b>
	VENDOR NUMBER/MAIL CODE
	BUYER (517) 241-2619 <b>Duane Cortright, CPPB</b>
Contract Administrator: Duane Cortright, CPPB <b>Agriculture Equipment and Tractors - Optional Use - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>August 1, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.**

**TOTAL ESTIMATED CONTRACT VALUE: \$500,000.00**

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

**CONTRACT NO. 071B3001357  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR <b>New Holland North America, Inc.          500 Diller Avenue          P. O. Box 1895 - Mail Station 248          New Holland, PA 17557</b>	TELEPHONE (717) 355-1966 <b>Robert Jackson</b> VENDOR NUMBER/MAIL CODE BUYER (517) 241-2619 <b>Duane Cortright, CPPB</b>
Contract Administrator: Duane Cortright, CPPB <b>Agriculture Equipment and Tractors - Optional Use - Statewide</b>	
CONTRACT PERIOD: From: <b>August 1, 2003</b> To: <b>August 1, 2008</b>	
TERMS <p style="text-align: center;"><b>N/A</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>N/A</b></p>	SHIPPED FROM <p style="text-align: center;"><b>N/A</b></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	
MISCELLANEOUS INFORMATION:  <b>THIS CONTRACT IS AVAILABLE TO LOCAL UNITS OF GOVERNMENT.</b>  <b>TOTAL ESTIMATED CONTRACT VALUE: \$500,000.00</b>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. N/A. Orders for delivery of equipment will be issued directly by all State Agencies through the issuance of a Purchase Order Form.

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

<p><b>FOR THE VENDOR:</b></p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p><b>FOR THE STATE:</b></p> <hr/> <p style="text-align: center;">Signature  <b>Duane Cortright, CPPB</b></p> <hr/> <p style="text-align: center;">Name  <b>Tactical Purchasing, Acquisition Services</b></p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
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**CONTRACT NO. 071B3001357**  
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**Attachments:**

Preference Certification  
Non-State Agency Statement



## SECTION I - GENERAL CONTRACT PROVISIONS

### **I-A GENERAL**

The Contract is issued as an "Optional Use" Contract for Agricultural Equipment and Tractors for the State of Michigan. 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. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The Contract will be a Unit Price Contract.

Attached is a listing of State agencies and/or locations who may order from the Contract. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions. Orders may also be issued by local units of government (see attached Non-State Agency Statement).

### **I-B ISSUING OFFICE**

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the various state agencies, hereinafter known as *State agencies*. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications covering this procurement must be addressed to:

Department of Management and Budget  
Acquisition Services  
Attn: Duane S. Cortright, Buyer, CPPB  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
(517) 241-2619  
e-mail: [cortrightd1@michigan.gov](mailto:cortrightd1@michigan.gov)

### **I-C CONTRACT ADMINISTRATOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), it is anticipated that the Director of Acquisition Services will direct that all State agencies be allowed to administer the Contract on a day-to-day basis during the term of the Contract. However, administration of the Contract implies no authority to change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.

**I-D CONTRACT TERM**

The term of this Contract will be 3 (three) years and will commence with the issuance of a Contract. This will be approximately February 1, 2004 through January 31, 2007. At the sole option of the State, the Contract may be extended for up to 2 (two) additional years. Contractor performance, quality of products, price, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to extend the Contract.

**I-E ENTIRE AGREEMENT AND ORDER OF PRECEDENCE**

The following documents constitute the complete and exclusive agreement between the parties. The following order of precedence shall apply (in descending order):

- A. Any contract resulting from the State and Contractor negotiations.
- B. Any addenda to those negotiations.
- C. The Contractor's response to those negotiations.

The State of Michigan shall not be bound by any part(s) of the Contractor's response to the negotiations which contains information, options, conditions, terms, or prices neither requested nor discussed during negotiations. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the Contractor, those of the State take precedence. The contract supercedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

**I-F NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**I-G REVISIONS, CONSENTS, AND APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

**I-H SEVERABILITY**

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

**I-I SURVIVOR**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**I-J GOVERNING LAW**

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

**I-K RELATIONSHIP OF THE PARTIES (INDEPENDENT CONTRACTOR)**

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

**I-L 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 this Contract.

**I-M INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

**I-N NEWS RELEASES**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB 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 ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

**I-O CONTRACTOR 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.

**I-P PERFORMANCE REVIEWS**

Acquisition Services in conjunction with the State agencies may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**I-Q AUDIT OF CONTRACT COMPLIANCE**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**I-R SAFETY AND ACCIDENT PREVENTION**

In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.

**I-S WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT**

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.michigan.gov/mdcs](http://www.michigan.gov/mdcs).

**I-T ASSIGNMENT**

The Contractor shall not have the right to assign the Contract or to 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 State. Any



purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

**I-U DELEGATION**

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.

**I-V DISCLOSURE**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

**I-W TAXES**

- A. Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.
- B. Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.
- C. Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract. Also, bidders shall maintain appropriate payroll information on a system that can produce any reports that may be needed by Acquisition Services.

**I-X PRICE ADJUSTMENTS**

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective, or upon publication of annual dealer price listings.

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. Acquisition Services 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). Acquisition Services 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 continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

**I-Y ADDITIONAL PRODUCTS/SERVICES**

The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor. The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

**I-Z CONTRACTOR'S LIABILITY INSURANCE**

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to 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 such 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 pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

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

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies are subject to approval by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor. All such Certificate(s) shall contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. Such NOTICE must include the CONTRACT NUMBER affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909.



The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverages:

- \$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
  - \$500,000 Fire Damage Limit (any one fire)

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 policy.

- ☑ 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 policy.

- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall 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

**I-AA INDEMNIFICATION**

**A. General Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:



1. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

**B. Patent/Copyright Infringement Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements 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 such 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 such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such 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.

C. Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall 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 benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, 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 subclause.

D. Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect notwithstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

**I-BB CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

**I-CC ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**I-DD NON-DISCRIMINATION CLAUSE**

In the performance of a Contract or purchase order, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their 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 handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting herefrom will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq, and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

**I-EE CANCELLATION**

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not 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 Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.



3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The 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 project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. 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 such written notice.

#### **I-FF NOTICE AND RIGHT TO CURE**

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

#### **I-GG ELECTRONIC FUNDS TRANSFER**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

**I-HH MODIFICATION OF CONTRACT**

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.

**I-II UNFAIR LABOR PRACTICES**

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall 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 pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

**I-JJ FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**I-KK CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for the Contract(s) will be mutually agreed upon by the State and the Contractor(s). 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.

**I-LL 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 Acquisition Services has approved a change.

**I-MM RIGHT TO KNOW ACT (Act 80 of 1986)**

The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances in the workplace. To comply with this act, it is necessary that you fulfill the following:

Labels on all incoming containers of hazardous chemicals must (1) clearly State the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer, or other responsible party.

Material Safety Data Sheets must be included with shipment of chemical or hazardous material to the receiving State agency. It is necessary to send this document only on the first shipment for each chemical formulation or hazardous material ordered by a specific agency except when there has been a change in the formulation of the specified chemical or hazardous material, in which case, a revised material safety data sheet shall accompany the first shipment of the changed formulation. It is the responsibility of the shipping vendor to maintain this record. The receiving agency will not accept first shipment unless the above is complied with. It is recommended that OSHA Material Safety Data Sheet No. 174 be used.

**I-NN ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**I-OO QUALITY ASSURANCE**

The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:

1. All costs of testing and laboratory analysis.
2. Disposal and/or replacement of all products which fail to meet specifications.
3. All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.

**I-PP INSPECTION**

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**SECTION II - GENERAL PROCUREMENT PROCEDURES****II-A PROCUREMENT**

The following procedure is required to procure complete New Holland products ordered from the State of Michigan "Optional Use" Contract.

- A. Contact your local New Holland dealer. If not know, check local yellow pages or contact New Holland Government/Fleet Department at 717/355-4977. The New Holland dealer will assist customer in selecting the correct products and factory options to satisfy customer requirements, answer any questions regarding product specifications, and provide product coding and current State of Michigan Contract pricing for the New Holland product.
- B. Agencies, and Eligible Customers, will issue purchase orders directly to the local New Holland Dealer that will service equipment. The New Holland dealer will obtain the product from dealer/field inventory or factory order equipment, perform all prep and delivery work and issue invoice for the product directly to agency upon delivery. All payments are to be made directly to the delivering dealership using the correct mail code.
- C. Purchase Orders must contain the following information:

Name of delivering New Holland dealer.

Complete list of models, product codes and quantity of units.

Contract pricing for each product (obtained from price sheets or dealer).

Listing of any/all trade-in equipment with the trade-in allowance provided by New Holland dealer.

**II-B TRADE-IN**

If an Agency has a trade-in machine(s), they should contact the local New Holland dealer to obtain value estimate of unit(s). Multiple dealers may be contacted to determine the best value to Agency if necessary. The dealer offering the best trade-in allowance should be selected to purchase the new product. The Purchase Order for the new product must show the State of Michigan Contract price for new product AND the trade-in allowance listed separately. In addition, the New Holland dealer's invoice must show the State of Michigan Contract price for new product AND trade-in allowance listed separately.

**II-C MULTIPLE DISCOUNTS**

MULTIPLE UNIT PURCHASE DISCOUNT AVAILABLE TO STATE AGENCIES ONLY, and are as follows:

- 3 to 5 units - Additional 2% discount
- 6 or more units – Additional 3% discount

REQUIREMENTS FOR MULTIPLE UNIT PURCHASE:

- Product MUST be engine powered, self-propelled units.
- ALL products must be ordered on a single Purchase Order.

**II-D CONTRACTOR CONTACTS**

Company Address - New Holland North America, Inc.  
500 Diller Ave.  
P.O. Box 1895 – Mail Station 248  
New Holland, PA 17557

Company Contact - Robert Jackson  
Government/Fleet Sales Department  
phone: 717/355-1966 fax: 717/355-1487

**II-E ADDITIONAL INFORMATION**

1. All discounts are expressed as a percentage discount from Manufacturer's Current Suggested List Price as authorized by Acquisition Services in effect on date of Purchase Order.
2. Purchase Orders will be issued to the local New Holland dealer to make delivery of product. Upon delivery, New Holland dealer will invoice the Customer/Agency for the product. Customer/Agency will remit payment directly to the delivering dealer.
3. Manufacturer's new product offerings will be submitted to Acquisition Services for approval to add to Contract Listing as product is made available AND appropriate discount is agreed upon between Contractor and the State.
4. Field installed tractor attachments (such as front-end loaders, mowers, snow blowers, etc.) are shown as a separate item in the State of Michigan Pricing table. Service and Repair Parts are not considered a part of this contract.
5. Multiple Unit Pricing Discount is available to State Agencies ONLY.
6. All pricing is F.O.B. Delivered to Agency location by closest available New Holland Dealer with the appropriate equipment contract.
7. New Holland standard warranty coverage will apply on all New Holland products purchased from this Contract.
8. Cooperative Purchase – This Contract Agreement, with the exception of multiple unit discounts, is available to the State of Michigan Extended Purchasing Group.



### SECTION III – PRICING DISCOUNT SCHEDULE

ALL PRICES ARE BASED UPON DISCOUNTS OFF MANUFACTURER'S CURRENT PUBLISHED LIST PRICE.

STATE OF MICHIGAN PRICING OF NEW HOLLAND EQUIPMENT		5/22/03
ITEM	DESCRIPTION	DISCOUNT OFF LIST PRICE
LS Series	Lawn/Yard Tractors - 15 to 20 HP Models - LS35, LS45 and LS55	26%
GT Series	Garden Tractors - 18 to 22 HP Models - GT18, GT20 and GT22	23%
MC Mowers	Commercial Mowers - 22 to 35 Gross HP Models - MC22, MC28 and MC35	30%
TC Tractors	Compact Diesel Tractors - 17.5 to 28.6 PTO HP Models - TC18, TC21, TC24, TC29 and TC33	24%
TC Tractors	Compact Diesel Tractors - 25.5 PTO HP Model - TC30	6%
TC Tractors	Compact Diesel Tractors - 29.6 to 39.6 PTO HP Models - TC35, TC40 and TC45	22%
TN Tractors	All Purpose Tractors - 42 to 62 PTO HP Models - TN55, TN55D, TN55S, TN65, TN65D, TN65S, TN70, TN70D, TN70S, TN75, TN75D, TN75S	23%
TB Tractors	Specialty Tractors - 80 to 90 PTO HP Models - TB100 and TB110	23%
TL Standard Tractors	All Purpose Tractors - 66 to 82 PTO HP Models - TL80S, TL90S and TL100S	31%
TL Deluxe Tractors	All Purpose Deluxe Tractors – 66 to 82 PTO HP Models - TL80D, TL90D and TL100D	32%
TS-A Tractors	All Purpose Tractors – 80 to 115 PTO HP Models - TS100A, TS115A, TS125A and TS135A	29%
TM Tractors	All Purpose Tractors – 95 to 160 PTO HP Models - TM120, TM130, TM140, TM155, TM175 and TM190	33%
TG Tractors	High Horsepower Tractors Models - TG210, TG230, TG255 and TG285	28%
TV140 and TV145	Bi-Directional 4-Wheel Drive Tractors Models - TV-140 and TV145	20%
TJ Tractors	Four-Wheel Drive Tractors Models - TJ275, TJ325, TJ375, TJ425, TJ450, TJ500	27%
HW Windrowers	Self-Propelled Windrowers – 87 to 166 HP Base Unit With 12 to 18 foot Headers	28%
FX Forage Harvester	Self-Propelled Forage Harvester – 360 to 525HP Models - FX30, FX40 and FX60	23%
CR Combines	Self-Propelled Twin Rotor Combines – 255 to 370 HP Models - CR920, CR940, CR960 and CR970	26%
NH Pull Type Impl	New Holland Pull-Type Hay, Forage and Material Handling Implements	25%
Tractor Attachments	Front-End Loaders, Mowers, Snow Blowers, Tillers, Blades, Post Hole Diggers and Backhoes	15%

PLEASE ALLOW 30-180 DAYS FOR DELIVERY

**PREFERENCE CERTIFICATION**

**FAILURE TO COMPLETE AND RETURN THIS FORM MAY DISQUALIFY THE BIDDER**

**AUTHORITY:** To comply with Michigan Public Act 237 of 1988, a bidder submitting a bid of \$100,000 or more must complete Section A OR B below.

**SECTION A**

I certify that \_\_\_\_\_ qualifies as a Michigan business for the purpose of claiming a reciprocal preference against out-of-state firms. During the 12 months immediately preceding this bid deadline or, if the business is newly established, for the period the business has been in existence, the business has (check all which apply):

- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, Act No. 228 of the Public Acts of 1975, being Sections 208.1 to 208.145 of the Michigan Compiled Laws.  

**OR:**
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan.  

**OR:**
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury.

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

\_\_\_\_\_  
**Authorized Representative (type or print)**  
**Date**

\_\_\_\_\_  
**Authorized Representative (signature)**

**(OR) SECTION B**

I certify that \_\_\_\_\_ maintains its principal place of business in the State of \_\_\_\_\_.

\_\_\_\_\_  
**Authorized Representative (type or print)**  
**Date**

\_\_\_\_\_  
**Authorized Representative (signature)**

**A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPAL PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000.**

**NON-STATE AGENCY STATEMENT:**

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to local units of government and school districts. As a result of the enactment of this legislation, the Extended Purchasing 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. It is the policy of Acquisition Services, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and payment will be remitted by the authorized Extended Purchasing member on a direct and individual basis in accordance with Contract terms.

Therefore, it is required that all bidders indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any Contract resulting from this Request for Quotation from State of Michigan authorized Extended Purchasing members. It is the responsibility of the Contractor to ensure the non-State agency is an authorized Extended Purchasing member prior to extending the State Contract price.

**BIDDER MUST CHECK ONE BOX BELOW**

- Commodities and/or services on this Request for Quotation will be supplied to State of Michigan departments and agencies, and authorized Extended Purchasing Program members in accordance with the terms and prices quoted. Upon request, a complete listing of eligible participants in the Extended Purchasing Program will be provided if this option is selected.
  
- Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized Extended Purchasing members. We will supply to State of Michigan departments and agencies only.

\_\_\_\_\_  
Vendor Name

\_\_\_\_\_  
Authorized Agent Name (print or type)

\_\_\_\_\_  
Authorized Agent Signature

