

**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. 4  
 to  
 CONTRACT NO. 071B2200169  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Hustler Turf Equipment	Brian O'Donnell	bodonnell@excelii.com
P.O. Box 7000	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Hesston KS, 67062	630-669-3070	*****6428

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

CONTRACT SUMMARY			
DESCRIPTION: Turf Equipment - Mideal Members Only			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	March 31, 2017	2 - 1 Year	March 31, 2017
PAYMENT TERMS		DELIVERY TIMEFRAME	
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			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		March 31, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 1.00		\$ 0.00	\$ 1.00	
DESCRIPTION: Effective April 1, 2016 the following amendment is hereby incorporated into the contract: the initial contract expiration date shall stand corrected as March 31, 2017. As a result, exercising the first option year via Change Notice #2, shall be rescinded. All other terms, conditions, specifications and pricing remain the same. Per DTMB request, and DTMB Procurement approval.				

**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. 3  
 to  
 CONTRACT NO. 071B2200169  
 between  
 THE STATE OF MICHIGAN  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Hustler Turf Equipment	Brian O'Donnell	bodonnell@excelii.com
P.O. Box 7000	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
Hesston KS, 67062	630-669-3070	*****6428

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

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Turf Equipment - Mideal Members Only			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	March 31, 2015	2 - 1 Year	March 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45 Days		7 Days A.R.O.	
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	
\$ 1.00		\$ 0.00	\$ 1.00	
DESCRIPTION: Effective January 19, 2016, the following amendment is hereby incorporated into the contract. Updated price pages attached. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.				



**Michigan State Contract # 071B2200169**

*Excel Industries, Inc. dba Hustler Turf Equipment*

200 South Ridge Road Hesston, KS 67062

[Product Information and Dealer Locator: www.hustlerturf.com](http://www.hustlerturf.com)

**February 1st 2016 THRU December 31ST 2016**

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**PURCHASING CONTACTS:**

Brian J O'Donnell  
Government Sales Manager  
Fax: 630-323-5118

Max Unruh  
Account Specialist  
Fax: 620-327-4654

**PH: 630-669-3070**

**Email: [bodonnell@excelii.com](mailto:bodonnell@excelii.com)**

**PH: 620-327-1244**

**Email: [munruh@excelii.com](mailto:munruh@excelii.com)**



Effective February 1st, 2016

# Raptor

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
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Model				
Kawasaki FR541 (15hp) 36"	933382	\$2,899	\$2,609	580
Kohler 7000 Series w/Smart Choke (22hp) 42"	933937	\$2,899	\$2,609	610
Kohler 7000 Series w/Smart Choke (24hp) 52"	934414	\$3,099	\$2,789	640

Raptor Limited	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
Kohler 7000 Series w/Smart Choke (24hp) 52"	934893	\$3,499	\$3,149	640

## Accessories

Catcher	Part Number	MSRP	Contract Price
Catcher, 2 Bag 36" 42" 52"	933010	\$599	\$539

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 36" (blades included)	119937	\$139	\$125
Kit, Mulch 42" (blades included)	117578	\$139	\$125
Kit, Mulch 52" (blades included)	117581	\$159	\$143

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Arm Rest	604436	\$102	\$92
Kit, Engine Guard **	119818	\$79	\$71
Kit, Flex Forks	799288	\$230	\$207
Kit, Hour Meter	117703	\$59	\$53
Kit, Light 36" 42" 52"	117682	\$180	\$162
Kit, Stripe 52"	121472	\$99	\$89
Kit, Steering Lever Extension	333724	\$102	\$92

\*\* Engine Guard Kit is not compatible when 2-Bag Catcher is installed.



Effective February 1st, 2016

# Raptor SD

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kohler 7000 Pro Performance (22hp) 36" ****	934570	\$3,899	\$3,509	720
Kohler 7000 Pro Performance (22hp) 42" ****	934588	\$3,899	\$3,509	735
Kohler 7000 Pro Performance (25hp) 48" ****	934596	\$3,999	\$3,599	750
Kohler 7000 Pro Performance (25hp) 54" ****	934604	\$4,099	\$3,689	765
Kohler 7000 Pro Performance (26hp) 60" ****	934612	\$4,599	\$4,139	825
Kawasaki FR691 (23hp) 48" *	932566	\$3,999	\$3,599	750
Kawasaki FR691 (23hp) 54" *	932558	\$4,099	\$3,689	765
Kawasaki FR730 (24hp) 60" *	932541	\$4,599	\$4,139	825

## Accessories

Catcher	Part Number	MSRP	Contract Price
Catcher, 2-Bag 36" 42"	934752	\$599	\$539
Catcher, 2-Bag 48" 54" 60"	933028	\$599	\$539

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 36" (blades included)	123164	\$150	\$135
Kit, Mulch 42" (blades included)	123163	\$150	\$135
Kit, Mulch 48" (blades included)	119101	\$155	\$140
Kit, Mulch 54" (blades included)	119060	\$165	\$149
Kit, Mulch 60" (blades included)	119091	\$175	\$158

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Engine Guard 48" 54" ** ***	119597	\$79	\$71
Kit, Flex Forks 48" (not available for 36"/42")	600213	\$247	\$222
Kit, Flex Forks 54" 60"	605123	\$295	\$266
Kit, Light 48" 54" 60"	120608	\$205	\$185
Kit, Stripe 48" 54" 60"	121472	\$99	\$89
Kit, Steering Lever Extension	333724	\$102	\$92

\* Limited production model

\*\* Engine Guard standard on 60" model

\*\*\* Engine Guard Kit is not compatible when 2-Bag Catcher is installed.

\*\*\*\* Kohler 7000 Series w/Smart Choke & Pro Performance Package.



Effective February 1st, 2016

# Raptor FlipUp

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kohler 7000 Pro Performance (25hp) 48" ****	933614	\$5,399	\$4,859	750
Kohler 7000 Pro Performance (25hp) 54" ****	933622	\$5,599	\$5,039	765

## Accessories

Catcher	Part Number	MSRP	Contract Price
Catcher, 2-Bag 36" 42"	933804	\$599	\$539

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 48" (blades included)	119101	\$155	\$140
Kit, Mulch 54" (blades included)	119060	\$165	\$149

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Engine Guard ***	121696	\$79	\$71
Kit, Flex Forks	605677	\$295	\$266
Kit, Light	121505	\$205	\$185
Kit, Steering Lever Extension	333724	\$102	\$92

\*\*\* Engine Guard Kit is not compatible when 2-Bag Catcher is installed.

\*\*\*\* Kohler 7000 Series w/Smart Choke & Pro Performance Package.



Effective February 1st, 2016

# FasTrak

Description	Part Number	MSRP	Contract Price	SHPG.WT. W/CRATE
<b>Model</b>				
Kawasaki FR691 (23 hp) 48"	933424	\$6,749	\$4,926.77	960
Kawasaki FR691 (23 hp) 54"	933432	\$6,999	\$5,109.27	990
Kawasaki FR730 (24 hp) 60"	933440	\$7,249	\$5,291.77	1065

## Accessories

Catchers	Part Number	MSRP	Contract Price
<b>**Catcher, 2-Bag 48" / 54" / 60"</b>	933655	\$1,349	\$1,052.22
<i>**Must order (1) adapter kit below to complete 933655</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, 2-Bag Catcher Adapter 48"	121074	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 54"	121075	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 60"	121076	\$239	\$186.42

Mulch Kits(Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 48" (includes wavy mulch blades)	121474	\$225	\$175.50
Kit, Mulch 54" (includes wavy mulch blades)	121475	\$225	\$175.50
Kit, Mulch 60" (includes wavy mulch blades)	121476	\$229	\$178.62

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Flex Fork (2 forks) 48" ***	600213	\$247	\$192.66
Flex Fork (2 forks) 54" / 60" ***	605123	\$295	\$230.10
Kit, Light 48" / 54" / 60"	121482	\$229	\$178.62
High Vacuum Kit 48"	121478	\$139	\$108.42
High Vacuum Kit 54"	121479	\$139	\$108.42
High Vacuum Kit 60"	121480	\$139	\$108.42
Kit, Steering Lever Extension	333724	\$102	\$79.56
Kit, Seat Isolator	122166	\$179	\$139.62
Kit, Stripe 48" / 54" / 60"	121472	\$99	\$77.22

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.





Effective February 1st, 2016

# FasTrak SD

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FS691 (23 hp) 48"	933481	\$7,647	\$5,582.31	975
Kawasaki FS691 (23 hp) 54"	933499	\$7,933	\$5,791.09	985
Kawasaki FS730 (24 hp) 60"	933507	\$8,161	\$5,957.53	1070

## Accessories

Catchers	Part Number	MSRP	Contract Price
**Catcher, 2-Bag 48" / 54" 60"	933655	\$1,349	\$1,052.22
<i>**Must order (1) adapter kit below to complete 933655</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, 2-Bag Catcher Adapter 48"	121074	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 54"	121075	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 60"	121076	\$239	\$186.42

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 48" (includes wavy mulch blades)	121474	\$225	\$175.50
Kit, Mulch 54" (includes wavy mulch blades)	121475	\$225	\$175.50
Kit, Mulch 60" (includes wavy mulch blades)	121476	\$229	\$178.62

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Flex Fork (2 forks) 48" ***	600213	\$247	\$192.66
Flex Fork (2 forks) 54" / 60" ***	605123	\$295	\$230.10
Kit, Light 48" / 54" / 60"	121482	\$229	\$178.62
High Vacuum Kit 48"	121478	\$139	\$108.42
High Vacuum Kit 54"	121479	\$139	\$108.42
High Vacuum Kit 60"	121480	\$139	\$108.42
Kit, Steering Lever Extension	333724	\$102	\$79.56
Kit, Seat Isolator	122166	\$179	\$139.62
Kit, Stripe 48" / 54" / 60"	121472	\$99	\$77.22

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.



Effective February 1st, 2016

# FasTrak SDX

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX691 (22hp) 48"	933945	\$8,560	\$6,248.80	975
Kawasaki FX691 (22hp) 54"	933952	\$8,789	\$6,415.97	985
Kawasaki FX730 (23.5hp) 60"	933960	\$9,131	\$6,665.63	1070

## Accessories

Catchers	Part Number	MSRP	Contract Price
<b>**Catcher, 2-Bag 48" / 54" 60"</b>	933655	\$1,349	\$1,052.22
<i>**Must order (1) adapter kit below to complete 933655</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, 2-Bag Catcher Adapter 48"	121074	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 54"	121075	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 60"	121076	\$239	\$186.42

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 48" (includes wavy mulch blades)	121474	\$225	\$175.50
Kit, Mulch 54" (includes wavy mulch blades)	121475	\$225	\$175.50
Kit, Mulch 60" (includes wavy mulch blades)	121476	\$229	\$178.62

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Flex Fork (2 forks) 48" ***	600213	\$247	\$192.66
Flex Fork (2 forks) 54" / 60" ***	605123	\$295	\$230.10
Kit, Light 48" / 54" / 60"	121482	\$229	\$178.62
High Vacuum Kit 48"	121478	\$139	\$108.42
High Vacuum Kit 54"	121479	\$139	\$108.42
High Vacuum Kit 60"	121480	\$139	\$108.42
Kit, Steering Lever Extension	333724	\$102	\$79.56
Kit, Stripe 48" / 54" / 60"	121472	\$99	\$77.22

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.



Effective February 1st, 2016

# HUSTLER SS

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
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Model				
Kawasaki FS541 (15hp) 36"	933325	\$8,561	\$6,249.53	990
Kawasaki FX691 (22hp) 48"	933333	\$9,131	\$6,665.63	1015
Kawasaki FX691 (22hp) 52"	933341	\$9,702	\$7,082.46	1040
Kawasaki FX730 (23.5hp) 60"	933358	\$10,273	\$7,499.29	1130
Kohler Command Pro EFI (23hp) 52"	935353	\$10,501	\$7,665.73	1040
Kohler Command Pro EFI (25hp) 60"	935361	\$11,072	\$8,082.56	1130

## Accessories

Catchers	Part Number	MSRP	Contract Price
Side Catcher,		TBA	#VALUE!

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Adapter 36"		TBA	#VALUE!
Kit, Adapter 48" / 52"			
Kit, Adapter 60"		TBA	#VALUE!

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, 36", Hustler SS Mulch, (Blades included)		TBA	#VALUE!
Kit, 48", Hustler SS Mulch, (Blades included)		TBA	#VALUE!
Kit, 52", Hustler SS Mulch,(Blades included)		TBA	#VALUE!
Kit, 60", Hustler SS Mulch,(Blades included)		TBA	#VALUE!

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Light			\$0.00
Cup Holder			\$0.00
Trash Basket			\$0.00



Effective February 1st, 2016

# X-ONE

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX691VA (22hp) 48" Suspension Seat	934133	\$10,749	\$7,846.77	1370
Kawasaki FX730VA (23.5hp) 54" Suspension Seat	934141	\$11,049	\$8,065.77	1380
Kawasaki FX850VA (27hp) 54" Suspension Seat	934158	\$11,649	\$8,503.77	1400
Vanguard EFI (28hp) 54" Suspension Seat	933887US	\$12,149	\$8,868.77	1400
Kawasaki FX691VA (22hp) 54" RD Suspension Seat	934117	\$11,349	\$8,284.77	1455
Kawasaki FX730 (23.5hp) 60" Suspension Seat	934166	\$11,149	\$8,138.77	1550
Kawasaki FX850 (27hp) 60" Suspension Seat	934174	\$11,749	\$8,576.77	1445
Vanguard EFI (28hp) 60" Suspension Seat	933895US	\$12,249	\$8,941.77	1445
Kawasaki FX730 (23.5hp) 60" RD Suspension Seat	934125	\$11,549	\$8,430.77	1550

## Accessories

Catchers	Part Number	MSRP	Contract Price
<b>**Catcher, 3-Bag</b>	932475	\$2,799	\$2,183.22
<i>**Must order (1) adapter kit below to complete</i>			
<b>**Catcher, BAC-VAC</b>	932111	\$2,999	\$2,339.22
<i>**Must order (1) adapter kit below to complete</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
<b>Kit, Adapter 48"</b>	113900	\$509	\$397.02
<b>Kit, Adapter 54"</b>	113901	\$509	\$397.02
<b>Kit, Adapter 60"</b>	113902	\$559	\$436.02

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
<b>Kit, Mulch 48" (includes wavy mulch blades)</b>	113720	\$289	\$225.42
<b>Kit, Mulch 54" (includes wavy mulch blades)</b>	113721	\$289	\$225.42
<b>Kit, Mulch 60" (includes wavy mulch blades)</b>	113722	\$299	\$233.22

# X-ONE Continued

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Flex Forks (2 forks) ***	603162	\$259	\$202.02
Kit, Hydraulic Deck Lift 48" 54" 60" ****	113932	\$1,179	\$919.62
Kit, Light	117147	\$205	\$159.90
Kit, Sand 48" Deck	113906	\$205	\$159.90
Kit, Sand 54" Deck	113907	\$215	\$167.70
Kit, Sand 60" Deck	113679	\$235	\$183.30
Kit, Steering Lever Extension	353961	\$39	\$30.42
Kit, Stripe 48", 54", 60" Deck	116841	\$669	\$521.82
Kit, Suspension for Seat	600197	\$279	\$217.62
Kit, VX4 Deck High Vacuum 48"	116303	\$275	\$214.50
Kit, VX4 Deck High Vacuum 54"	116304	\$285	\$222.30
Kit, VX4 Deck High Vacuum 60"	116305	\$412	\$321.36
Rear Anti-Scalp (Dual) 60" Deck	113911	\$82	\$63.96
Rear Anti-Scalp (Single) 48", 54", 60" Deck	113910	\$41	\$31.98
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537	\$165	\$128.70

\*\*\* Flex Forks are not recommended when 3-Bag and BAC-VAC Catchers are installed.

\*\*\*\* Hydraulic Deck Lift Kit is not compatible with 3-Bag and BAC-VAC Catchers



Effective February 1st, 2016

## Super Z

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX850VA (27hp) 54" Grammer Susp. Seat	934992/933457*	\$13,013	\$9,499.49	1595
Kohler 824 EFI (29hp) 54" Grammer Suspension Seat	934984US	\$13,697	\$9,998.81	1630
Kawasaki FX850VA (27hp) 60" Grammer Susp. Seat	935007/934232*	\$13,127	\$9,582.71	1630
Vanguard EFI (28hp) 60" Grammer Susp. Seat	933929US*	\$13,557	\$9,896.61	
Kawasaki FX1000VA (35hp) 60" Grammer Susp. Seat	934240*	\$13,431	\$9,804.63	
Kohler 824 EFI (29hp) 60" Grammer Suspension Seat	935015US	\$13,812	\$10,082.76	1675
Kawasaki FX850VA (27hp) 60" RD Grammer Susp. Seat	934216*	\$13,682	\$9,987.86	
Kohler 824 EFI (29hp) 60" RD Grammer Suspension Seat	935023	\$14,439	\$10,540.47	1710
Kohler 824 EFI (33hp) 66" Grammer Suspension Seat	935031	\$14,154	\$10,332.42	1705
Kawasaki FX1000VA (35hp) 66" Grammer Susp. Seat	934265*	\$13,682	\$9,987.86	
Kawasaki FX850VA (27hp) 72" Grammer Susp. Seat	934273*	\$13,431	\$9,804.63	
Kawasaki FX1000 (35hp) 72" Grammer Suspension Seat	935049/934281	\$13,926	\$10,165.98	1745
Kohler 824 EFI (33hp) 72" Grammer Suspension Seat	935056US	\$14,497	\$10,582.81	1750
Kawasaki FX850VU (27hp) 72" RD Grammer Susp. Seat	934224*	\$14,057	\$10,261.61	
Kohler 824 EFI (33hp) 72" RD Grammer Suspension Seat	935064	\$15,124	\$11,040.52	1850

## Accessories

Catchers	Part Number	MSRP	Contract Price
**Catcher, BAC-VAC	932103	\$3,199	\$2,495.22
**Catcher, BAC-VAC (Bag Ser # ..... And up )	935460	\$3,199	\$2,495.22
<i>**Must order (1) adapter kit below to complete</i>			
**Catcher, 3-Bag	932467	\$2,899	\$2,261.22
**Catcher, 3-(Bag Ser # ..... And up )	935478	\$2,899	\$2,261.22
<i>**Must order (1) adapter kit below to complete</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Catcher Adapter 54"	121923	\$559	\$436.02
Kit, Catcher Adapter 60"	113903	\$559	\$436.02
Kit, Catcher Adapter 66"	113904	\$589	\$459.42
Kit, Catcher Adapter 72"	113905	\$609	\$475.02

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Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 54" (includes wavy mulch blades) <i>SD only</i>	113721	\$289	\$225.42
Kit, Mulch 60" (includes wavy mulch blades) <i>SD only</i>	113722	\$299	\$233.22
Kit, Mulch 66" (includes wavy mulch blades) <i>SD Only</i>	113723	\$309	\$241.02
Kit, Mulch 72" (includes wavy mulch blades) <i>SD Only</i>	113724	\$335	\$261.30

## Super Z Continued

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Flex Fork (2 forks) ***	603167	\$259	\$202.02
Kit, Hydraulic Deck Lift ****	113932	\$1,179	\$919.62
Kit, Light	117147	\$205	\$159.90
Kit, Beacon	110467	\$289	\$225.42
Kit, Flasher	110469	\$269	\$209.82
Kit, Isolator Grammer Seat	119288	\$338	\$263.64
Kit, Sand 54" Deck	113907	\$215	\$167.70
Kit, Sand 60" Deck	113679	\$235	\$183.30
Kit, Sand 66" Deck	113908	\$245	\$191.10
Kit, Sand 72" Deck	113909	\$255	\$198.90
Kit, Steering Lever Extension	353961	\$39	\$30.42
Kit, Stripe 60" Deck	116840	\$669	\$521.82
Kit, Stripe 66", 72" Deck	116842	\$689	\$537.42
Kit, VX4 Deck High Vacuum 54"	116304	\$285	\$222.30
Kit, VX4 Deck High Vacuum 60"	116305	\$412	\$321.36
Kit, VX4 Deck High Vacuum 66"	116306	\$334	\$260.52



Effective February 1st, 2016

# HyperDrive

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX1000VA (35hp) 60" Grammer Susp. Seat w/Isolator	934323*	\$15,157.00	\$11,064.61	
Kawasaki FX1000VA (35hp) 60" RD Grammer Susp. Seat w/Isolator	934307*	\$15,782.00	\$11,520.86	
Kawasaki FX1000VA (35hp) 72" Grammer Susp. Seat w/Isolator	934349*	\$15,533.00	\$11,339.09	
Kawasaki FX1000VA (35hp) 72" RD Grammer Susp. Seat w/Isolator	934315*	\$16,158.00	\$11,795.34	
Vanguard Big Block (36hp) 60" Gram Susp Seat w/Isolator	934919/934687*	\$15,182	\$11,082.86	1825
Vanguard Big Block EFI (37hp) 60" Gram Susp Seat w/Isolator	934927	\$15,981	\$11,666.13	1825
Vanguard Big Block EFI (37hp) 60" RD Gram Susp Seat w/Isolator	934935	\$16,608	\$12,123.84	1865
Vanguard Big Block EFI (37hp) 66" Gram Susp Seat w/Isolator	934943	\$16,209	\$11,832.57	1825
Vanguard Big Block (36hp) 72" Gram Susp Seat w/Isolator	934968/934695*	\$15,524	\$11,332.52	1825
Vanguard Big Block EFI (37hp) 72" Gram Susp Seat w/Isolator	934950	\$16,323	\$11,915.79	1825
Vanguard Big Block EFI (37hp) 72" RD Gram Susp Seat w/Isolator	934976	\$16,951	\$12,374.23	1960

## Accessories

Catchers	Part Number	MSRP	Contract Price
**Catcher, BAC-VAC	932103	\$3,199	\$2,495.22
**Catcher, BAC-VAC (Bag Ser # ..... And up )	935460	\$3,199	\$2,495.22
<i>**Must order (1) adapter kit below to complete</i>			
**Catcher, 3-Bag	932467	\$2,899	\$2,261.22
**Catcher, 3-(Bag Ser # ..... And up )	935478	\$2,899	\$2,261.22
<i>**Must order (1) adapter kit below to complete</i>			
Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Catcher Adapter 54"	121923	\$559	\$436.02
Kit, Catcher Adapter 60"	113903	\$559	\$436.02
Kit, Catcher Adapter 66"	113904	\$589	\$459.42
Kit, Catcher Adapter 72"	113905	\$609	\$475.02

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 60" (includes wavy mulch blades) SD only	113722	\$299	\$233.22
Kit, Mulch 72" (includes wavy mulch blades) SD only	113724	\$335	\$261.30



<b>Misc. Accessories (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract Price</b>
<b>Flex Fork (2 forks) ***</b>	603167	\$259	\$202.02
<b>Kit, Hydraulic Deck Lift ****</b>	113932	\$1,179	\$919.62
<b>Kit, Light</b>	117147	\$205	\$159.90
<b>Kit, Beacon</b>	110467	\$289	\$225.42
<b>Kit, Flasher</b>	110469	\$269	\$209.82
<b>Kit, Sand 60" Deck</b>	113679	\$235	\$183.30
<b>Kit, Sand 72" Deck</b>	113909	\$255	\$198.90
<b>Kit, Steering Lever Extension</b>	353961	\$39	\$30.42
<b>Kit, Stripe 60" Deck</b>	116840	\$669	\$521.82
<b>Kit, Stripe 72" Deck</b>	116842	\$689	\$537.42
<b>Kit, VX4 Deck High Vacuum 60"</b>	116305	\$412	\$321.36
<b>Kit, VX4 Deck High Vacuum 72"</b>	116307	\$338	\$263.64
<b>Rear Anti-Scalp (Dual) 60" Deck</b>	113911	\$82	\$63.96
<b>Rear Anti-Scalp (Single) 60", 72" Deck</b>	113910	\$41	\$31.98
<b>Rear Anti-Scalp (Dual) 72" Deck</b>	113937	\$92	\$71.76
<b>Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6</b>	789537	\$165	\$128.70

\*\*\* Flex Forks are not recommended when 3-Bag and BAC-VAC Catchers are installed.

\*\*\*\* Hydraulic Deck Lift Kit is not compatible with 3-Bag and BAC-VAC Catchers



Effective February 1st, 2016

# Hustler Z Diesel

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Shibaura (25hp) 54" Grammer Suspension Seat	932665US	\$17,429	\$12,723.17	1810
Shibaura (25hp) 60" Grammer Suspension Seat	932673US	\$17,599	\$12,847.27	1855
Shibaura (25hp) 60" RD Grammer Suspension Seat	932681US	\$18,199	\$13,285.27	1900
Shibaura (25hp) 72" Grammer Suspension Seat	932699US	\$17,899	\$13,066.27	1990
Shibaura (25hp) 72" RD Grammer Suspension Seat	932707US	\$18,499	\$13,504.27	2150

## Accessories

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 54" (includes wavy mulch blade)	113721	\$289	\$225.42
Kit, Mulch 60" (includes wavy mulch blade)	113722	\$299	\$233.22
Kit, Mulch 72" (includes wavy mulch blade)	113724	\$335	\$261.30

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Flex Fork (2 forks)	603167	\$259	\$202.02
Kit, Beacon	110467	\$289	\$225.42
Kit, Flasher	110469	\$269	\$209.82
Kit, Hitch	109920	\$59	\$46.02
Kit, Hydraulic Deck Lift	110156	\$1,179	\$919.62
Kit, Light	110153	\$205	\$159.90
Kit, Sand 54" Deck	113907	\$215	\$167.70
Kit, Sand 60" Deck	113679	\$235	\$183.30
Kit, Sand 72" Deck	113909	\$255	\$198.90
Kit, Steering Extension	353961	\$39	\$30.42
Kit, Stripe 54", 60", 72" Deck	116842	\$669	\$521.82
Kit, VX4 Deck High Vacuum 54"	116304	\$285	\$222.30
Kit, VX4 Deck High Vacuum 60"	116305	\$412	\$321.36
Kit, VX4 Deck High Vacuum 72"	116307	\$338	\$263.64
Rear Anti-Scalp (Single) 54", 60", 72" Deck	113910	\$41	\$31.98
Rear Anti-Scalp (Dual) 60" Deck	113911	\$82	\$63.96
Rear Anti-Scalp (Dual) 72" Deck	113937	\$92	\$71.76
Tire/Wheel Assy 13 x 6.5-6 Semi-Pneumatic	789537	\$165	\$128.70



Effective February 1st, 2016

## TrimStar

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FS481 (14.5hp) 36"	930388	\$5,449	\$3,977.77	685
Kawasaki FS541 (15hp) 48"	930396	\$5,949	\$4,342.77	775
Kawasaki FS600 (18.5hp) 54"	930404	\$6,449	\$4,707.77	790
Kawasaki FS691 (23hp) 54" E.S.	930412	\$7,449	\$5,437.77	850

## Accessories

Catchers	Part Number	MSRP	Contract Price
<b>**Kit, Deck Mounted Catcher</b>	929299	\$529	\$412.62
<i>**Must order (1) adapter kit below to complete 929299</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract Price
<b>Kit, Adapter 36"</b>	111478	\$99	\$77.22
<b>Kit, Adapter 48" / 54"</b>	111479	\$79	\$61.62

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
<b>Kit, 36", TrimStar Hydro Mulch, w/o Blades</b>	107654	\$113	\$88.14
order (1) 794206 blade			
order (1) 794214 blade			
<b>Kit, 48", TrimStar Hydro Mulch, w/o Blades</b>	108223	\$144	\$112.32
order (3) 796623 blades			
<b>Kit, 54", TrimStar Hydro Mulch, w/o Blades</b>	108197	\$144	\$112.32
order (3) 797704 blades			



# Super 104

Effective February 1st, 2016

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/O CRATE
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Model				
Vanguard Big Block EFI (37hp) 104" RD Gram Susp Seat	935155	\$30,594	\$22,946	2350
Vanguard Big Block (36hp) 104" RD Grammer Suspension Seat	934729*	\$29,000	\$21,750	2350
Vanguard Big Block (36hp) 104" RD Gram Susp Seat	934729	\$29,000	\$21,750	2350

## Accessories

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Mulch 104 (includes wavy mulch blades)	117257	\$225	\$176

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract Price
Kit, Premium Anti-Scalp	117692	\$415	\$324
Kit, Beacon	110467	\$289	\$225
Kit, Flasher	110469	\$269	\$210
Kit, Steering Extension	122275	\$199	\$155
Kit, Light	110153	\$205	\$160

\*\*\* limited supply

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. 2**  
to  
**CONTRACT NO. 071B2200169**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Hustler Turf Equipment	Brian O'Donnell	bodonnell@excelii.com
P.O. Box 7000	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Hesston, KS 67062	(630) 669-3070	

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

CONTRACT SUMMARY			
<b>DESCRIPTION:</b> Turf Equipment – MiDeal Members Only			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	March 31, 2015	2, 1 year options	March 31, 2015
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45 Days	Delivered	7 Days A.R.O.	
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 type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	March 31, 2016
CURRENT VALUE		VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE	
\$0.00		\$0.00	\$0.00	

**DESCRIPTION:**  
Effective 3/25/15, the first option year available on this contract is hereby exercised. The revised contract expiration date is March 31, 2016.  
Also, pricing and product models on this contract is hereby updated, per revised Attachment A.  
All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.

ATTACHMENT A – 1/12/2015



Michigan State Contract # 071B2200169

**VENDER:**

*Excel Industries, Inc. dba Hustler Turf Equipment*

200 South Ridge Road  
Hesston, KS 67062

[Product Information and Dealer Locator: www.hustlerturf.com](http://www.hustlerturf.com)

**PURCHASING  
CONTACTS:**

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Brian J O'Donnell		Max Unruh		
Government Sales Manager		Account Specialist		
Fax: 630-323-5118		Fax: 620-327-4654		
PH: 630-669-3070		PH: 620-327-1244		
Email: bodonnell@excelii.com		Email: unruh@excelii.com		

# Raptor

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FR541 (15hp) 36"	933382	\$2,899	\$2,609.10	580
Kawasaki FR651 (21.5hp) 42"	931741	\$2,899	\$2,609.10	610
Kawasaki FR691 (23hp) 52"	931899	\$3,099	\$2,789.10	640

## Accessories

Catcher	Part Number	MSRP	Contract/Bid Price
Catcher, 2 Bag 36" 42" 52"	933010	\$599	\$539.10

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 36" (blades included)	119937	\$139	\$125.10
Kit, Mulch 42" (blades included)	117578	\$139	\$125.10
Kit, Mulch 52" (blades included)	117581	\$159	\$143.10

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Arm Rest	604436	\$102	\$91.80
Kit, Engine Guard **	119818	\$79	\$71.10
Kit, Flex Forks	799288	\$230	\$207.00
Kit, Hour Meter	117703	\$59	\$53.10
Kit, Light 36" 42" 52"	117682	\$180	\$162.00
Kit, Steering Lever Extension	333724	\$102	\$91.80

\*\* Engine Guard Kit is not compatible when 2-Bag Catcher is installed.

# Raptor SD

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FR691 (23hp) 48"	932566	\$3,999	\$3,599.10	750
Kawasaki FR691 (23hp) 54"	932558	\$4,099	\$3,689.10	765
Kawasaki FR730 (24hp) 60"	932541	\$4,599	\$4,139.10	825

## Accessories

Catcher	Part Number	MSRP	Contract/Bid Price
Catcher, 2-Bag 48" 54" 60"	933028	\$599	\$539.10

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 48" (blades included)	119101	\$155	\$139.50
Kit, Mulch 54" (blades included)	119060	\$165	\$148.50
Kit, Mulch 60" (blades included)	119091	\$175	\$157.50

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Engine Guard 48" 54" ** ***	119597	\$79	\$71.10
Kit, Flex Forks 48"	600213	\$247	\$222.30
Kit, Flex Forks 54" 60"	605123	\$295	\$265.50
Kit, Light 48" 54" 60"	120608	\$205	\$184.50
Kit, Steering Lever Extension	333724	\$102	\$91.80

\*\* Engine Guard standard on 60" model

\*\*\* Engine Guard Kit is not compatible when 2-Bag Catcher is installed.



# Raptor Flip Up

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FR691 (23 hp) 48"	933614	\$5,099	\$4,589.10	750
Kawasaki FR691 (23 hp) 54"	933622	\$5,399	\$4,859.10	765

## Accessories

Catcher Kits	Part Number	MSRP	Contract/Bid Price
Catcher, 2 Bag	933804	\$599	\$539.10

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 48" (blades included)	119101	\$155	\$139.50
Kit, Mulch 54" (blades included)	119060	\$165	\$148.50

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Engine Guard **	121696	TBA	TBA
Kit, Flex Forks	605677	TBA	TBA
Kit, Light	121505	TBA	TBA
Stripe Kit	121472	\$99	\$89.10
Kit, Steering Lever Extension	333724	\$102	\$91.80

\*\* Engine Guard Kit is not compatible when 2-Bag Catcher is installed.

# FasTrak

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FR691 (23 hp) 48"	933424	\$6,749	\$4,926.77	960
Kawasaki FR691 (23 hp) 54"	933432	\$6,999	\$5,109.27	990
Kawasaki FR730 (24 hp) 60"	933440	\$7,249	\$5,291.77	1065

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, 2-Bag 48" / 54" / 60"</b>	933655	\$1,349	\$1,052.22
<i>**Must order (1) adapter kit below to complete 933655</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, 2-Bag Catcher Adapter 48"	121074	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 54"	121075	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 60"	121076	\$239	\$186.42

Mulch Kits(Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 48" (includes wavy mulch blades)	121474	\$225	\$175.50
Kit, Mulch 54" (includes wavy mulch blades)	121475	\$225	\$175.50
Kit, Mulch 60" (includes wavy mulch blades)	121476	\$229	\$178.62

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Fork (2 forks) 48" ***	600213	\$247	\$192.66
Flex Fork (2 forks) 54" / 60" ***	605123	\$295	\$230.10
Kit, Light 48" / 54" / 60"	121482	\$229	\$178.62
High Vacuum Kit 48"	121478	\$139	\$108.42
High Vacuum Kit 54"	121479	\$139	\$108.42
High Vacuum Kit 60"	121480	\$139	\$108.42
Kit, Steering Lever Extension	333724	\$102	\$79.56
Kit, Seat Isolator	TBD	TBD	TBD
Kit, Stripe 48" / 54" / 60"	121472	\$99	\$77.22

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.

# FasTrak SD 36"/42"

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX600 (19hp) 36" Rear Swept Deck	932491	\$6,499	\$4,744.27	825
Kawasaki FX600 (19hp) 42" Rear Swept Deck	932517	\$6,499	\$4,744.27	845

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, 2-Bag Powered 36"/ 42" (Order Adapter Kit)</b>	931840	\$1,650	\$1,287.00
<i>**Must order (1) adapter kit below to complete 931840</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, 2-Bag Catcher Adapter 36"	116791	\$265	\$206.70
Kit, 2-Bag Catcher Adapter 42"	116792	\$265	\$206.70

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 36" (includes wavy mulch blades)	115667	\$120	\$93.60
Kit, Mulch 42" (includes wavy mulch blades)	112609	\$130	\$101.40

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Fork (2 forks) 36" / 42" ***	600213	\$247	\$192.66
Kit, Light 36" / 42"	116280	\$188	\$146.64
Kit, Steering Lever Extension	333724	\$102	\$79.56

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.

# FasTrak SD

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FS691 (23 hp) 48"	933481	\$7,647	\$5,582.31	975
Kawasaki FS691 (23 hp) 54"	933499	\$7,933	\$5,791.09	985
Kawasaki FS730 (24 hp) 60"	933507	\$8,161	\$5,957.53	1070

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, 2-Bag 48" / 54" 60"</b>	933655	\$1,349	\$1,052.22
<i>**Must order (1) adapter kit below to complete 933655</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, 2-Bag Catcher Adapter 48"	121074	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 54"	121075	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 60"	121076	\$239	\$186.42

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 48" (includes wavy mulch blades)	121474	\$225	\$175.50
Kit, Mulch 54" (includes wavy mulch blades)	121475	\$225	\$175.50
Kit, Mulch 60" (includes wavy mulch blades)	121476	\$229	\$178.62

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Fork (2 forks) 48" ***	600213	\$247	\$192.66
Flex Fork (2 forks) 54" / 60" ***	605123	\$295	\$230.10
Kit, Light 48" / 54" / 60"	121482	\$229	\$178.62
High Vacuum Kit 48"	121478	\$139	\$108.42
High Vacuum Kit 54"	121479	\$139	\$108.42
High Vacuum Kit 60"	121480	\$139	\$108.42
Kit, Steering Lever Extension	333724	\$102	\$79.56
Kit, Seat Isolator	TBD	TBD	TBD
Kit, Stripe 48" / 54" / 60"	121472	\$99	\$77.22

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.

# FasTrak SDX

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX691 (22hp) 48"	933945	\$8,560	\$6,248.80	975
Kawasaki FX691 (22hp) 54"	933952	\$8,789	\$6,415.97	985
Kawasaki FX730 (23.5hp) 60"	933960	\$9,131	\$6,665.63	1070

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, 2-Bag 48" / 54" 60"</b>	933655	\$1,349	\$1,052.22
<i>**Must order (1) adapter kit below to complete 933655</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, 2-Bag Catcher Adapter 48"	121074	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 54"	121075	\$239	\$186.42
Kit, 2-Bag Catcher Adapter 60"	121076	\$239	\$186.42

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 48" (includes wavy mulch blades)	121474	\$225	\$175.50
Kit, Mulch 54" (includes wavy mulch blades)	121475	\$225	\$175.50
Kit, Mulch 60" (includes wavy mulch blades)	121476	\$229	\$178.62

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Fork (2 forks) 48" ***	600213	\$247	\$192.66
Flex Fork (2 forks) 54" / 60" ***	605123	\$295	\$230.10
Kit, Light 48" / 54" / 60"	121482	\$229	\$178.62
High Vacuum Kit 48"	121478	\$139	\$108.42
High Vacuum Kit 54"	121479	\$139	\$108.42
High Vacuum Kit 60"	121480	\$139	\$108.42
Kit, Steering Lever Extension	333724	\$102	\$79.56
Kit, Stripe 48" / 54" / 60"	121472	\$99	\$77.22

\*\*\* Flex Forks are not recommended when 2-Bag Catcher is installed.

## X-ONE

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
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Model				
Kawasaki FX691VA (22hp) 48" Suspension Seat	934133	\$10,749	\$7,846.77	1370
Kawasaki FX730VA (23.5hp) 54" Suspension Seat	934141	\$11,049	\$8,065.77	1380
Kawasaki FX850VA (27hp) 54" Suspension Seat	934158	\$11,649	\$8,503.77	1400
Vanguard EFI (28hp) 54" Suspension Seat	933887US	\$12,149	\$8,868.77	1400
Kawasaki FX691VA (22hp) 54" RD Suspension Seat	934117	\$11,349	\$8,284.77	1455
Kawasaki FX730 (23.5hp) 60" Suspension Seat	934166	\$11,149	\$8,138.77	1550
Kawasaki FX850 (27hp) 60" Suspension Seat	934174	\$11,749	\$8,576.77	1445
Vanguard EFI (28hp) 60" Suspension Seat	933895US	\$12,249	\$8,941.77	1445
Kawasaki FX730 (23.5hp) 60" RD Suspension Seat	934125	\$11,549	\$8,430.77	1550

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, 3-Bag</b>	932475	\$2,799	\$2,183.22
<i>**Must order (1) adapter kit below to complete</i>			
<b>**Catcher, BAC-VAC</b>	932111	\$2,999	\$2,339.22
<i>**Must order (1) adapter kit below to complete</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Adapter 48"	113900	\$509	\$397.02
Kit, Adapter 54"	113901	\$509	\$397.02
Kit, Adapter 60"	113902	\$559	\$436.02

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 48" (includes wavy mulch blades)	113720	\$289	\$225.42
Kit, Mulch 54" (includes wavy mulch blades)	113721	\$289	\$225.42
Kit, Mulch 60" (includes wavy mulch blades)	113722	\$299	\$233.22

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Forks (2 forks) ***	603162	\$259	\$202.02
Kit, Hydraulic Deck Lift 48" 54" 60" ****	113932	\$1,179	\$919.62
Kit, Light	117147	\$205	\$159.90

<b>Kit, Sand 48" Deck</b>	113906	\$205	\$159.90
<b>Kit, Sand 54" Deck</b>	113907	\$215	\$167.70
<b>Kit, Sand 60" Deck</b>	113679	\$235	\$183.30
<b>Kit, Steering Lever Extension</b>	353961	\$32	\$24.96
<b>Kit, Stripe 48", 54", 60" Deck</b>	116841	\$669	\$521.82
<b>Kit, Suspension for Seat</b>	600197	\$279	\$217.62
<b>Kit, VX4 Deck High Vacuum 48"</b>	116303	\$275	\$214.50
<b>Kit, VX4 Deck High Vacuum 54"</b>	116304	\$285	\$222.30
<b>Kit, VX4 Deck High Vacuum 60"</b>	116305	\$412	\$321.36
<b>Rear Anti-Scalp (Dual) 60" Deck</b>	113911	\$82	\$63.96
<b>Rear Anti-Scalp (Single) 48", 54", 60" Deck</b>	113910	\$41	\$31.98
<b>Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6</b>	789537	\$165	\$128.70

\*\*\* Flex Forks are not recommended when 3-Bag and BAC-VAC Catchers are installed.

\*\*\*\* Hydraulic Deck Lift Kit is not compatible with 3-Bag and BAC-VAC Catchers

# Super Z

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
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Model				
Kawasaki FX850VA (27hp) 60" Grammer Susp. Seat	934232	\$13,057	\$9,531.61	1630
Vanguard EFI (28hp) 60" Grammer Susp. Seat	933929US	\$13,557	\$9,896.61	1630
Kawasaki FX1000VA (35hp) 60" Grammer Susp. Seat	934240	\$13,431	\$9,804.63	1675
Kawasaki FX1000DFI (37hp) 60" Grammer Susp. Seat	934257	\$14,281	\$10,425.13	1675
Kawasaki FX850VA (27hp) 60" RD Grammer Susp. Seat	934216	\$13,682	\$9,987.86	1710
Kawasaki FX1000VA (35hp) 66" Grammer Susp. Seat	934265	\$13,682	\$9,987.86	1705
Kawasaki FX850VA (27hp) 72" Grammer Susp. Seat	934273	\$13,431	\$9,804.63	1745
Kawasaki FX1000VA (35hp) 72" Grammer Susp. Seat	934281	\$13,806	\$10,078.38	1750
Kawasaki FX1000DFI (37hp) 72" Grammer Susp. Seat	934299	\$14,656	\$10,698.88	1750
Kawasaki FX850VU (27hp) 72" RD Grammer Susp. Seat	934224	\$14,057	\$10,261.61	1850

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, BAC-VAC</b>	932103	\$3,199	\$2,495.22
<i>**Must order (1) adapter kit below to complete</i>			
<b>**Catcher, 3-Bag</b>	932467	\$2,899	\$2,261.22
<i>**Must order (1) adapter kit below to complete</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Catcher Adapter 60"	113903	\$559	\$436.02
Kit, Catcher Adapter 66"	113904	\$589	\$459.42
Kit, Catcher Adapter 72"	113905	\$609	\$475.02

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 60" (includes wavy mulch blades) <i>SD only</i>	113722	\$299	\$233.22
Kit, Mulch 66" (includes wavy mulch blades) <i>SD Only</i>	113723	\$309	\$241.02
Kit, Mulch 72" (includes wavy mulch blades) <i>SD Only</i>	113724	\$335	\$261.30

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Fork (2 forks) ***	603167	\$259	\$202.02
Kit, Hydraulic Deck Lift ****	113932	\$1,179	\$919.62
Kit, Light	117147	\$205	\$159.90



<b>Kit, Sand 60" Deck</b>	113679	\$235	\$183.30
<b>Kit, Sand 66" Deck</b>	113908	\$245	\$191.10
<b>Kit, Sand 72" Deck</b>	113909	\$255	\$198.90
<b>Kit, Steering Lever Extension</b>	353961	\$32	\$24.96
<b>Kit, Stripe 60" Deck</b>	116840	\$669	\$521.82
<b>Kit, Stripe 66", 72" Deck</b>	116842	\$689	\$537.42
<b>Kit, VX4 Deck High Vacuum 60"</b>	116305	\$412	\$321.36
<b>Kit, VX4 Deck High Vacuum 66"</b>	116306	\$334	\$260.52
<b>Kit, VX4 Deck High Vacuum 72"</b>	116307	\$338	\$263.64
<b>Rear Anti-Scalp (Dual) 60", 66" Deck</b>	113911	\$82	\$63.96
<b>Rear Anti-Scalp (Single) 60", 66", 72" Deck</b>	113910	\$41	\$31.98
<b>Rear Anti-Scalp (Dual) 72" Deck</b>	113937	\$92	\$71.76
<b>Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6</b>	789537	\$165	\$128.70

\*\*\* Flex Forks are not recommended when 3-Bag and BAC-VAC Catchers are installed

\*\*\*\* Hydraulic Deck Lift Kit is not compatible with 3-Bag and BAC-VAC Catchers

# HyperDrive

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
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Model				
Kawasaki FX1000VA (35hp) 60" Grammer Susp. Seat w/Isolator	934323	\$15,157	\$11,064.61	1825
Kawasaki FX1000DFI (37hp) 60" Grammer Susp. Seat w/Isolator	934331	\$16,007	\$11,685.11	1825
Kawasaki FX1000VA (35hp) 60" RD Grammer Susp. Seat w/Isolator	934307	\$15,782	\$11,520.86	1865
Kawasaki FX1000VA (35hp) 72" Grammer Susp. Seat w/Isolator	934349	\$15,533	\$11,339.09	1825
Kawasaki FX1000DFI (37hp) 72" Grammer Susp. Seat w/Isolator	934356	\$16,383	\$11,959.59	1825
Kawasaki FX1000VA (35hp) 72" RD Grammer Susp. Seat w/Isolator	934315	\$16,158	\$11,795.34	1960

## Accessories

Catchers	Part Number	MSRP	Contract/Bid Price
<b>**Catcher, BAC-VAC</b>	932103	\$3,199	\$2,495.22
<i>**Must order (1) adapter kit below to complete</i>			
<b>**Catcher, 3-Bag</b>	932467	\$2,899	\$2,261.22
<i>**Must order (1) adapter kit below to complete</i>			

Catcher Adapter Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Catcher Adapter 60"	113903	\$559	\$436.02
Kit, Catcher Adapter 72"	113905	\$609	\$475.02

Mulch Kits (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Kit, Mulch 60" (includes wavy mulch blades) <i>SD only</i>	113722	\$299	\$233.22
Kit, Mulch 72" (includes wavy mulch blades) <i>SD only</i>	113724	\$335	\$261.30

Misc. Accessories (Order with Parts)	Part Number	MSRP	Contract/Bid Price
Flex Fork (2 forks) ***	603167	\$259	\$202.02
Kit, Hydraulic Deck Lift ****	113932	\$1,179	\$919.62
Kit, Light	117147	\$205	\$159.90
Kit, Sand 60" Deck	113679	\$235	\$183.30
Kit, Sand 72" Deck	113909	\$255	\$198.90
Kit, Steering Lever Extension	353961	\$32	\$24.96
Kit, Stripe 60" Deck	116840	\$669	\$521.82
Kit, Stripe 72" Deck	116842	\$689	\$537.42
Kit, VX4 Deck High Vacuum 60"	116305	\$412	\$321.36
Kit, VX4 Deck High Vacuum 72"	116307	\$338	\$263.64
Rear Anti-Scalp (Dual) 60" Deck	113911	\$82	\$63.96
Rear Anti-Scalp (Single) 60", 72" Deck	113910	\$41	\$31.98
Rear Anti-Scalp (Dual) 72" Deck	113937	\$92	\$71.76
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537	\$165	\$128.70

\*\*\* Flex Forks are not recommended when 3-Bag and BAC-VAC Catchers are installed.

\*\*\*\* Hydraulic Deck Lift Kit is not compatible with 3-Bag and BAC-VAC Catchers

## Hustler Z Diesel

Description	Part Number	MSRP	Contract/Bid Price	SHPG. WT. W/CRATE
<b>Model</b>				
Shibaura (25hp) 54" Grammer Suspension Seat	932665US	\$17,429	\$12,723.17	1810

<b>Shibaura (25hp) 60" Grammer Suspension Seat</b>	932673US	\$17,599	\$12,847.27	1855
<b>Shibaura (25hp) 60" RD Grammer Suspension Seat</b>	932681US	\$18,199	\$13,285.27	1900
<b>Shibaura (25hp) 72" Grammer Suspension Seat</b>	932699US	\$17,899	\$13,066.27	1990
<b>Shibaura (25hp) 72" RD Grammer Suspension Seat</b>	932707US	\$18,499	\$13,504.27	2150

## Accessories

<b>Mulch Kits (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, Mulch 54" (includes wavy mulch blade)</b>	113721	\$289	\$225.42
<b>Kit, Mulch 60" (includes wavy mulch blade)</b>	113722	\$299	\$233.22
<b>Kit, Mulch 72" (includes wavy mulch blade)</b>	113724	\$335	\$261.30

<b>Misc. Accessories (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Flex Fork (2 forks)</b>	603167	\$259	\$202.02
<b>Kit, Beacon</b>	110467	\$289	\$225.42
<b>Kit, Flasher</b>	110469	\$269	\$209.82
<b>Kit, Hitch</b>	109920	\$59	\$46.02
<b>Kit, Hydraulic Deck Lift</b>	110156	\$1,179	\$919.62
<b>Kit, Light</b>	110153	\$205	\$159.90
<b>Kit, Sand 54" Deck</b>	113907	\$215	\$167.70
<b>Kit, Sand 60" Deck</b>	113679	\$235	\$183.30
<b>Kit, Sand 72" Deck</b>	113909	\$255	\$198.90
<b>Kit, Steering Extension</b>	353961	\$32	\$24.96
<b>Kit, Stripe 54", 60", 72" Deck</b>	116842	\$669	\$521.82
<b>Kit, VX4 Deck High Vacuum 54"</b>	116304	\$285	\$222.30
<b>Kit, VX4 Deck High Vacuum 60"</b>	116305	\$412	\$321.36
<b>Kit, VX4 Deck High Vacuum 72"</b>	116307	\$338	\$263.64
<b>Rear Anti-Scalp (Single) 54", 60", 72" Deck</b>	113910	\$41	\$31.98
<b>Rear Anti-Scalp (Dual) 60" Deck</b>	113911	\$82	\$63.96
<b>Rear Anti-Scalp (Dual) 72" Deck</b>	113937	\$92	\$71.76
<b>Tire/Wheel Assy 13 x 6.5-6 Semi-Pneumatic</b>	789537	\$165	\$128.70

## TrimStar

<b>Description</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>	<b>SHPG. WT. W/CRATE</b>
<b>Model</b>				
<b>Kawasaki FS481 (14.5hp) 36"</b>	930388	\$5,449	\$3,977.77	685
<b>Kawasaki FS541 (15hp) 48"</b>	930396	\$5,949	\$4,342.77	775

<b>Kawasaki FS600 (18.5hp) 54"</b>	930404	\$6,449	\$4,707.77	790
<b>Kawasaki FS691 (23hp) 54" E.S.</b>	930412	\$7,449	\$5,437.77	850

## Accessories

<b>Catchers</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>**Kit, Deck Mounted Catcher</b> <i>**Must order (1) adapter kit below to complete 929299</i>	929299	\$529	\$412.62

<b>Catcher Adapter Kits (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, Adapter 36"</b>	111478	\$99	\$77.22
<b>Kit, Adapter 48" / 54"</b>	111479	\$79	\$61.62

<b>Mulch Kits (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, 36", TrimStar Hydro Mulch, w/o Blades</b> order (1) 794206 blade order (1) 794214 blade	107654	\$113	\$88.14
<b>Kit, 48", TrimStar Hydro Mulch, w/o Blades</b> order (3) 796623 blades	108223	\$144	\$112.32
<b>Kit, 54", TrimStar Hydro Mulch, w/o Blades</b> order (3) 797704 blades	108197	\$144	\$112.32

## Super 104

<b>Description</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>	<b>SHPG. WT. W/O CRATE</b>
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<b>Model</b>				
<b>Kawasaki FX1000 (35hp) 104" RD Grammer Suspension Seat</b>	931733	\$28,400	\$19,880.00	2350
<b>Kawasaki FX1000DFI (37hp) 104" RD Grammer Suspension Seat</b>	933515	\$29,250	\$20,475.00	2350

## Accessories

<b>Mulch Kits (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, Mulch 104 (includes wavy mulch blades)</b>	117257	\$225	\$175.50

<b>Misc. Accessories (Order with Parts)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, Premium Anti-Scalp</b>	117692	\$415	\$323.70
<b>Kit, Beacon</b>	110467	\$289	\$225.42
<b>Kit, Light</b>	110153	\$205	\$159.90
<b>Kit, Steering Lever Extension</b>	353961	\$32	\$24.96

# 3700

<b>Description</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>	<b>SHPG. WT. W/CRATE</b>
<b>Model</b>				
<b>Shibaura Diesel (36hp) Out-front mower, Suspension Seat</b>	928713	\$22,990	\$17,242.50	1950

## Accessories

<b>Decks (must have one)</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>	<b>SHPG. WT. W/CRATE</b>
<b>Deck 60" Side Discharge</b>	928721	\$4,099	\$3,074.25	600

<b>Deck 72" Side Discharge</b>	928739	\$4,409	\$3,306.75	650
<b>Deck 72" Rear Discharge</b>	928754	\$4,975	\$3,731.25	800

<b>Catchers</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Catcher Bin</b>	929455	\$2,699	\$2,024.25
<i>Collection System cannot be used in conjunction with the Jodale Perry Cab <b>OR</b> Femco Soft Cab</i>			
<b>60" Deck Blower Assembly</b>	929430	\$1,899	\$1,424.25
<b>72" Deck Blower Assembly</b>	929448	\$1,909	\$1,431.75
<i>Rear Weight Plates and mounting brackets are included with the Deck Blower Assembly (929430, 929448)</i>			

<b>Mulch Kits</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, Mulch 60" XR-7 (without blades)</b> order (3) 794214 blades, Mulch-Wavy * order (3) 794230 blades, Mulch-Gator *	108563	\$212	\$165.36
<b>Kit, Mulch 72" XR-7 (without blades)</b> order (3) 798710 blades, Mulch-Wavy * order (3) 798728 blades, Mulch-Gator *	108565	\$212	\$165.36
<b>Kit, Containment 60" XR-7</b>	108560	\$85	\$66.30
<b>Kit, Containment 72" XR-7</b>	108562	\$95	\$74.10

\* See Service Parts Price List for Pricing Details

<b>Misc. Accessories</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract/Bid Price</b>
<b>Kit, Anti-scalp Wheel</b>	111056	\$129	\$100.62
<b>Kit, Beacon (ROPS Mount Only)</b>	111914	\$329	\$256.62
<b>Kit, Single Hydraulic Remote Aux.</b>	113935	\$549	\$428.22
<b>Kit, 2nd Hydraulic Remote Aux.</b>	113940	\$449	\$350.22
<b>Kit, Engine Block Heater</b>	112359	\$79	\$61.62
<b>Kit, Flasher (ROPS Mount Only)</b>	111913	\$279	\$217.62
<b>Kit, Lights (ROPS Mount Only)</b>	111912	\$189	\$147.42
<b>Kit, Heavy Duty Radiator Air Box****(see notes below)</b>	114654	\$749	\$584.22
<b>Kit, Seat Support Update (original)</b>	109510	\$159	\$124.02
<b>Kit, Seat Support Update</b>	115179	\$119	\$92.82
<b>Kit, Tire Chains (front)</b>	111806	\$189	\$147.42
<b>Kit, Tire Chains (rear)</b>	111808	\$159	\$124.02
<b>Weight, Suitcase Style, 50 lbs. each</b>	602048	\$80	\$62.40

<b>Rear Weight Recommendations:</b>	<b>LBS.</b>
<b>60" Side Discharge Deck</b>	126

72" Side Discharge Deck	168
72" Rear Discharge Deck	207
M-B Front Blade	100
M-B V-Plow Blade	150
M-B Broom	84
Snow Blower (from Kaye Corp)	250
Hard Cab with heat (Jodale Perry)	100 ***

\*\*\* This weight requirement is IN ADDITION to any other weight requirements for front attachments. Example: If a Hard Cab is installed with a Snow Blade, the total required counter-balance weight = 200 lbs.

NOTE: 60" Broom available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (*Requires Single Hydraulic Remote Aux. Kit 113935*)

NOTE: Front Blade available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (*Requires Single Hydraulic Remote Aux. Kit 113935*)

NOTE: V-Plow Blade available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (*Requires Single Hydraulic Remote Aux. Kit 113935 and 2nd Hydraulic Remote Aux. Kit 113940*)

NOTE: Canopy for 3500 / 3700 available through [www.sunguarddealer.com](http://www.sunguarddealer.com)

NOTE: Snow Blower available through Kaye Corporation at [www.kayecorp.com](http://www.kayecorp.com),  
Snow Blower requires the following: (1) 113935, (1) 113940 and recommended weights listed above.

NOTE: Soft Cab available through Femco, Inc. at 800.677.0898 OR e-mail: [femco@femcomfg.com](mailto:femco@femcomfg.com)

NOTE: Contact Hustler Turf Equipment for Jodale Perry Cab information and pricing

NOTE: If ordering a Cab, the Heavy Duty Air Box (#114654) comes with the Cab from Jodale Perry.

NOTE: If ordering a ROPS only 3700, then the Heavy Duty Air Box (#114654) is needed with the 72" rear discharge deck.

NOTE: If using a PECO catcher with a side discharge deck, the Heavy Duty Air Box cannot be used.

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. 1**  
to  
**CONTRACT NO. 071B2200169**  
between  
**THE STATE OF MICHIGAN**  
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Hustler Turf Equipment P.O. Box 7000 Hesston, KS 67062	John Pelker	john.pelker@excelii.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	586-484-4591	

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

CONTRACT SUMMARY:			
DESCRIPTION: <b>Turf Equipment – MiDEAL Members Only</b>			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
April 1, 2012	March 31, 2015	2, 1year options	March 31, 2015
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45 Days	Delivered	7 Days A.R.O.	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"/>		March 31, 2015
VALUE/COST OF CHANGE NOTICE:			ESTIMATED REVISED AGGREGATE CONTRACT VALUE:	
0.00			0.00	
Effective July 21, 2014, equipment product list and pricing is revised per attached contract price list. Please note the buyer has been changed to Yvon Dufour All other terms, conditions, pricing and specifications remain the same. Per vendor and agency agreement and DTMB Procurement approval.				





# **HUSTLER®**

## **TURF EQUIPMENT**

### **STATE OF MICHIGAN CONTRACT PRICE LIST**

Contract Number: 071B220169

Grounds Maintenance Equipment

#### **VENDOR:**

Hustler Turf Equipment  
200 South Ridge Road  
Hesston, KS 67062

[Product Information and Dealer Locator: www.hustlerturf.com](http://www.hustlerturf.com)

#### **PURCHASING CONTACTS:**

Max Unruh  
Account Specialist  
Fax: 620.327.4654  
Phone: 620.327.1244  
Email: [munruh@excelii.com](mailto:munruh@excelii.com)

Josh Schmidt  
Account Specialist  
Fax: 620.327.4654  
Phone: 620.327.1248  
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# FasTrak

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FR651 (21.5hp) 48"	932814	\$6,749	\$4,926.77	960
Kawasaki FR691 (23hp) 54"	932822	\$6,999	\$5,109.27	1000
Kawasaki FR730 (24hp) 60"	932830	\$7,249	\$5,291.77	1040

## Accessories

Catchers	Part Number	MSRP	Contract Price
Catcher, 2-Bag 48" / 54" / 60" *Must order (1) adapter kit below to complete 929844	929844	\$1,299	\$1,013.22
Kit, 2-Bag Catcher Adapter 48"	112886	\$229	\$178.62
Kit, 2-Bag Catcher Adapter 54"	112887	\$229	\$178.62
Kit, 2-Bag Catcher Adapter 60"	112888	\$229	\$178.62

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 48" (without blades) order (3) 796623 blades	108223	\$139	\$108.42
Kit, Mulch 54" (without blades) order (3) 797704 blades	108197	\$139	\$108.42
Kit, Mulch 60" (without blades) order (3) 794214 blades	109544	\$149	\$116.22

Description	Part Number	MSRP	Contract Price
<b>Misc. Accessories</b>			
Flex Fork (2 forks) 48" ***	600213	\$239	\$186.42
Flex Fork (2 forks) 54" / 60" ***	605123	\$289	\$225.42
Kit, Light 48" / 54" / 60" ***	117147	\$199	\$155.22
Kit, Steering Lever Extension	333724	\$99	\$77.22
Kit, Stripe 48" / 54" / 60"	109941	\$499	\$389.22

\*\*\* Flex Forks are not recommended in configuration with the 2-Bag Catcher System



## FasTrak SD

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX600 (19hp) 36" Rear Swept Deck	932491	\$6,499	\$4,744.27	715
Kawasaki FX600 (19hp) 42" Rear Swept Deck	932517	\$6,499	\$4,744.27	750
Kawasaki FX691 (22hp) 48"	932848	\$7,549	\$5,510.77	1000
Kawasaki FX730 (23.5hp) 54"	932855	\$7,849	\$5,729.77	1010
Kawasaki FX730 (23.5hp) 60"	932863	\$8,049	\$5,875.77	1045

## Accessories

Catchers	Part Number	MSRP	Contract Price
Catcher, 2-Bag Powered 36" 42"	931840	\$1,650	\$1,287.00
Kit, 2-Bag Catcher Adapter 36"	116791	\$255	\$198.90
Kit, 2-Bag Catcher Adapter 42"	116792	\$255	\$198.90
Catcher, 2-Bag 48" / 54" 60"	929844	\$1,299	\$1,013.22
*Must order (1) adapter kit below to complete 929844			
Kit, 2-Bag Catcher Adapter 48"	112886	\$229	\$178.62
Kit, 2-Bag Catcher Adapter 54"	112887	\$229	\$178.62
Kit, 2-Bag Catcher Adapter 60"	112888	\$229	\$178.62

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 36" (includes wavy mulch blades)	115667	\$115	\$89.70
Kit, Mulch 42" (includes wavy mulch blades)	112609	\$125	\$97.50
Kit, Mulch 36" / 42" (without blades)	107654	\$109	\$85.02
36" order (1) 794206 and (1) 794214 blade			
42" order (2) 794214 blades			
Kit, Mulch 48" (without blades)	108223	\$139	\$108.42
order (3) 796623 blades			
Kit, Mulch 54" (without blades)	108197	\$139	\$108.42
order (3) 797704 blades			
Kit, Mulch 60" (without blades)	109544	\$149	\$116.22
order (3) 794214 blades			



## FasTrak SD Cont.

Description	Part Number	MSRP	Contract Price
<b>Misc. Accessories</b>			
Flex Fork (2 forks) 36" / 42" / 48" ***	600213	\$239	\$186.42
Flex Fork (2 forks) 54" / 60" ***	605123	\$289	\$225.42
Kit, Light 36" 42" ****	116280	\$182	\$141.96
Kit, Light 48" / 54" / 60" ***	117147	\$199	\$155.22
Kit, Steering Lever Extension	333724	\$99	\$77.22
Kit, Stripe 48" / 54" / 60"	109941	\$499	\$389.22

\*\*\*\* Light Kit 116280 is for Rear Swept discharge 36" 932491 and 42" 932517 models only.

\*\*\* Flex Forks are not recommended in configuration with the 2-Bag Catcher System



## X-ONE *i*

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX691 (22hp) 52"	931949	\$8,863	\$6,469.99	1258
Kawasaki FX730 (23.5hp) 60"	931956	\$9,106	\$6,647.38	1288

### Accessories

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 52" (includes wavy mulch blades)	114553	\$278	\$216.84
Kit, Mulch 60" (includes wavy mulch blades)	114554	\$278	\$216.84

Misc. Accessories			
Flex Forks (2 forks)	603162	\$249	\$194.22
Kit, Light ***	117147	\$199	\$155.22
Kit, Steering Lever Extension 60"	353961	\$31	\$24.18
Kit, Suspension for Seat	600197	\$269	\$209.82
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537	\$163	\$127.14



## X-ONE

Description	Part Number	MSRP	Contract Price	SHPG. WT. WICRATE
<b>Model</b>				
Kawasaki FX691 (22hp) 48" Super DLX seat	932731	\$10,449	\$7,627.77	1370
Kawasaki FX730 (23.5hp) 54" Super DLX seat	932756	\$10,749	\$7,846.77	1380
Kawasaki FX850 (27hp) 54" Super DLX seat	932780	\$11,349	\$8,284.77	1400
Kawasaki FX691 (22hp) 54" RD, Super DLX seat	932749	\$11,049	\$8,065.77	1455
Kawasaki FX730 (23.5hp) 60" Super DLX seat	932764	\$10,849	\$7,919.77	1400
Kawasaki FX850 (27hp) 60" Super DLX seat	932798	\$11,449	\$8,357.77	1445
Kawasaki FX730 (23.5hp) 60" SUSP seat	932715	\$11,049	\$8,065.77	1455
Kawasaki FX850 (27hp) 60" SUSP seat	932723	\$11,649	\$8,503.77	1475
Kawasaki FX730 (23.5hp) 60" RD, Super DLX seat	932772	\$11,249	\$8,211.77	1550

## Accessories

Catchers	Part Number	MSRP	Contract Price
Catcher, 3-Bag Must order (1) adapter kit below to complete	932475	\$2,799	\$2,183.22
Catcher, BAC-VAC Must order (1) adapter kit below to complete	932111	\$2,999	\$2,339.22
Kit, Adapter 48"	113900	\$499	\$389.22
Kit, Adapter 54"	113901	\$499	\$389.22
Kit, Adapter 60"	113902	\$549	\$428.22
<b>Mulch Kits</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract Price</b>
Kit, Mulch 48" (includes wavy mulch blades)	113720	\$279	\$217.62
Kit, Mulch 54" (includes wavy mulch blades)	113721	\$279	\$217.62
Kit, Mulch 60" (includes wavy mulch blades)	113722	\$289	\$225.42





## X-ONE Cont.

Description	Part Number	MSRP	Contract Price
<b>Misc. Accessories</b>			
Flex Forks (2 forks) ***	603162	\$249	\$194.22
Kit, Hitch	114324	\$79	\$61.62
Kit, Hydraulic Deck Lift 48" 54" 60" ****	113932	\$999	\$779.22
Kit, Light	117147	\$199	\$155.22
Kit, Sand 48" Deck	113906	\$199	\$155.22
Kit, Sand 54" Deck	113907	\$209	\$163.02
Kit, Sand 60" Deck	113679	\$229	\$178.62
Kit, Steering Lever Extension	353961	\$31	\$24.18
Kit, Stripe 48", 54", 60" Deck	116841	\$649	\$506.22
Kit, Suspension for Seat	600197	\$269	\$209.82
Kit, VX4 Deck High Vacuum 48"	116303	\$261	\$203.58
Kit, VX4 Deck High Vacuum 54"	116304	\$272	\$212.16
Kit, VX4 Deck High Vacuum 60"	116305	\$400	\$312.00
Rear Anti-Scalp (Dual) 60" Deck	113911	\$79	\$61.62
Rear Anti-Scalp (Single) 48", 54", 60" Deck	113910	\$39	\$30.42
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537	\$163	\$127.14

\*\*\* Flex Forks are not recommended in configuration with the 2-Bag Catcher System

\*\*\*\* Hydraulic Deck Lift is not compatible with 3-Bag Catcher & BAC-VAC Catcher Systems

# Super Z

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX850 (27hp) 60" Super Deluxe Seat	932129	\$12,506	\$9,129.38	1660
Kawasaki FX850 (27hp) 60" Suspension Seat	932012	\$12,757	\$9,312.61	1660
Kawasaki FX1000 (35hp) 60" Suspension Seat	932020	\$13,131	\$9,585.63	1675
Kawasaki FX850 (27hp) 60" RD Suspension Seat	932053	\$13,382	\$9,768.86	1700
Kawasaki FX1000 (35hp) 66" Suspension Seat	932038	\$13,382	\$9,768.86	1710
Kawasaki FX850 (27hp) 72" Suspension Seat	932137	\$13,131	\$9,585.63	1745
Kawasaki FX1000 (35hp) 72" Suspension Seat	932046	\$13,506	\$9,859.38	1745
Kawasaki FX850 (27hp) 72" RD Suspension Seat	932061	\$13,757	\$10,042.61	1850
Kawasaki FX1000DFI (37hp) 60" Suspension Seat	932970	\$13,981	\$10,208.13	1745
Kawasaki FX1000DFI (37hp) 72" Suspension Seat	932988	\$14,356	\$10,479.88	1850

## Accessories

Catchers	Part Number	MSRP	Contract Price
Catcher, BAC-VAC (Dump from Seat 2013) *Must order (1) adapter kit below to complete	932103	\$3,199	\$2,495.22
Catcher, BAC-VAC (Dump from Seat 2012) *Must order (1) adapter kit below to complete	931758	\$3,199	\$2,495.22
Catcher, 3 Bag *Must order (1) adapter kit below to complete	932467	\$2,899	\$2,261.22
Kit, Catcher Adapter 60"	113903	\$549	\$428.22
Kit, Catcher Adapter 66"	113904	\$579	\$451.62
Kit, Catcher Adapter 72"	113905	\$599	\$467.22

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 60" (includes wavy mulch blades)	113722	\$289	\$225.42
Kit, Mulch 66" (includes wavy mulch blades)	113723	\$299	\$233.22
Kit, Mulch 72" (includes wavy mulch blades)	113724	\$325	\$253.50

Misc. Accessories	Part Number	MSRP	Contract Price
Flex Fork (2 forks) ***	603167	\$249	\$194.22
Kit, Hydraulic Deck Lift ****	113932	\$999	\$779.22
Kit, Light	117147	\$199	\$155.22
Kit, Sand 60" Deck	113679	\$229	\$178.62
Kit, Sand 66" Deck	113908	\$239	\$186.42
Kit, Sand 72" Deck	113909	\$249	\$194.22
Kit, Steering Lever Extension	353961	\$31	\$24.18
Kit, Stripe 60" Deck	116840	\$649	\$506.22
Kit, Stripe 66", 72" Deck	116842	\$649	\$506.22
Kit, VX4 Deck High Vacuum 60"	116305	\$400	\$312.00
Kit, VX4 Deck High Vacuum 66"	116306	\$321	\$250.38
Kit, VX4 Deck High Vacuum 72"	116307	\$325	\$253.50



Rear Anti-Scalp (Dual) 60", 66" Deck	113911	\$79	\$61.62
Rear Anti-Scalp (Single) 60", 66", 72" Deck	113910	\$39	\$30.42
Rear Anti-Scalp (Dual) 72" Deck	113937	\$89	\$69.42
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537	\$163	\$127.14

# Super Z HyperDrive



Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX850 (27hp) 60" Suspension Seat	932145	\$14,382	\$10,498.86	1665
Kawasaki FX1000 (35hp) 60" Grammer Suspension Seat	932160	\$15,007	\$10,955.11	1745
Kawasaki FX1000 (35hp) 60" RD Grammer Suspension Seat	932178	\$15,632	\$11,411.36	1710
Kawasaki FX1000 (35hp) 72" Grammer Suspension Seat	932152	\$15,383	\$11,229.59	1675
Kawasaki FX1000 (35hp) 72" RD Grammer Suspension Seat	932186	\$16,008	\$11,685.84	1860
Kawasaki FX1000DFI (37hp) 60" Grammer Suspension Seat	932996	\$15,857	\$11,575.61	1745
Kawasaki FX1000DFI (37hp) 72" Grammer Suspension Seat	933002	\$16,233	\$11,850.09	1850

## Accessories

<b>Catchers</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract Price</b>
Catcher, BAC-VAC (Dump from Seat 2013) *Must order (1) adapter kit below to complete	932103	\$3,199	\$2,495.22
Catcher, 3 Bag *Must order (1) adapter kit below to complete	932467	\$2,899	\$2,261.22
Kit, Catcher Adapter 60"	113903	\$549	\$428.22
Kit, Catcher Adapter 66"	113904	\$579	\$451.62
Kit, Catcher Adapter 72"	113905	\$599	\$467.22

<b>Mulch Kits</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract Price</b>
Kit, Mulch 60" (includes wavy mulch blades)	113722	\$289	\$225.42
Kit, Mulch 72" (includes wavy mulch blades)	113724	\$325	\$253.50

<b>Misc. Accessories</b>	<b>Part Number</b>	<b>MSRP</b>	<b>Contract Price</b>
Flex Fork (2 forks) ***	603167	\$249	\$194.22
Kit, Hydraulic Deck Lift ****	113932	\$999	\$779.22
Kit, Light	117147	\$199	\$155.22
Kit, Sand 60" Deck	113679	\$229	\$178.62
Kit, Sand 66" Deck	113908	\$239	\$186.42
Kit, Sand 72" Deck	113909	\$249	\$194.22
Kit, Steering Lever Extension	353961	\$31	\$24.18
Kit, Stripe 60" Deck	116840	\$649	\$506.22
Kit, Stripe 66", 72" Deck	116842	\$649	\$506.22
Kit, VX4 Deck High Vacuum 60"	116305	\$400	\$312.00
Kit, VX4 Deck High Vacuum 72"	116307	\$325	\$253.50
Rear Anti-Scalp (Dual) 60", 66" Deck	113911	\$79	\$61.62
Rear Anti-Scalp (Single) 60", 66", 72" Deck	113910	\$39	\$30.42
Rear Anti-Scalp (Dual) 72" Deck	113937	\$89	\$69.42
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537	\$163	\$127.14

\*\*\* Flex Forks are not recommended in configuration with the 3-Bag Catcher & BAC-VAC Catcher

\*\*\*\* Hydraulic Deck Lift is not compatible with a 3-Bag Catcher & BAC-VAC Catchers



## Hustler Z Diesel

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Shibaura (25hp) 54" Grammer Suspension Seat	932665US	\$17,429	\$12,723.17	1810
Shibaura (25hp) 60" Grammer Suspension Seat	932673US	\$17,599	\$12,847.27	1845
Shibaura (25hp) 60" RD Grammer Suspension Seat	932681US	\$18,199	\$13,285.27	1885
Shibaura (25hp) 72" Grammer Suspension Seat	932699US	\$17,899	\$13,066.27	1885
Shibaura (25hp) 72" RD Grammer Suspension Seat	932707US	\$18,499	\$13,504.27	2735

## Accessories

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 54" (includes wavy mulch blade)	113721	\$279	\$217.62
Kit, Mulch 60" (includes wavy mulch blade)	113722	\$289	\$225.42
Kit, Mulch 72" (includes wavy mulch blade)	113724	\$309	\$241.02

Misc. Accessories	Part Number	MSRP	Contract Price
Flex Fork (2 forks)	603167	\$249	\$194.22
Kit, Beacon	110467	\$279	\$217.62
Kit, Flasher	110469	\$259	\$202.02
Kit, Hitch	109920	\$52	\$40.56
Kit, Hydraulic Deck Lift	110156	\$999	\$779.22
Kit, Light	110153	\$199	\$155.22
Kit, Sand 54" Deck	113907	\$209	\$163.02
Kit, Sand 60" Deck	113679	\$229	\$178.62
Kit, Sand 72" Deck	113909	\$249	\$194.22
Kit, Steering Extension	353961	\$31	\$24.18
Kit, Stripe 54", 60", 66", 72" Deck	116842	\$649	\$506.22
Kit, VX4 Deck High Vacuum 54"	116304	\$272	\$212.16
Kit, VX4 Deck High Vacuum 60"	116305	\$400	\$312.00
Kit, VX4 Deck High Vacuum 72"	116307	\$325	\$253.50
Rear Anti-Scalp (Single) 54", 60", 72" Deck	113910	\$39	\$30.42
Rear Anti-Scalp (Dual) 60" Deck	113911	\$79	\$61.62
Rear Anti-Scalp (Dual) 72" Deck	113937	\$89	\$69.42
Tire/Wheel Assy 13 x 6.5-6 Semi-Pneumatic	789537	\$163	\$127.14



## TrimStar

Description	Part Number	MSRP	Contract Price	SHPG. WT. WICRATE
<b>Model</b>				
Kawasaki FS481 (14.5hp) 36"	930388	\$5,449	\$3,977.77	695
Kawasaki FS541 (15hp) 48"	930396	\$5,949	\$4,342.77	775
Kawasaki FS600 (18.5hp) 54"	930404	\$6,449	\$4,707.77	795
Kawasaki FS691 (23hp) 54" E.S.	930412	\$7,449	\$5,437.77	855

## Accessories

Catchers	Part Number	MSRP	Contract Price
Kit, Deck Mounted Catcher	929299	\$529	\$412.62
*Must order (1) adapter kit below to complete 929299			
Kit, Adapter 36"	111478	\$89	\$69.42
Kit, Adapter 48" / 54"	111479	\$69	\$53.82

Mulch Kits	Part Number	MSRP	Contract Price
Kit, 36", TrimStar Hydro Mulch, w/o Blades	107654	\$109	\$85.02
order (1) 794206 blade			
order (1) 794214 blade			
Kit, 48", TrimStar Hydro Mulch, w/o Blades	108223	\$139	\$108.42
order (3) 796623 blades			
Kit, 54", TrimStar Hydro Mulch, w/o Blades	108197	\$139	\$108.42
order (3) 797704 blades			



# ATZ

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Kawasaki FX1000 (35hp) 60" Suspension Seat	931915	\$15,499	\$11,624.25	2000

## Accessories

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 60" (includes wavy mulch blades)	113722	\$289	\$225.42

Misc. Accessories	Part Number	MSRP	Contract Price
Kit, Hydraulic Deck Lift	113932	\$999	\$779.22
Kit, Light	110153	\$199	\$155.22
Kit, Sand 60" Deck	113679	\$229	\$178.62
Kit, Steering Lever Extension	353961	\$31	\$24.18
Kit, VX4 Deck High Vacuum 60"	116305	\$400	\$312.00
Kit, Weight	117470	\$649	\$506.22
Rear Anti-Scalp (Single) 60" Deck	113910	\$39	\$30.42
Rear Anti-Scalp (Dual) 60" Deck	113911	\$79	\$61.62



## Super 104

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/O CRATE
<b>Model</b>				
Kawasaki FX1000 (35hp) 104" RD Grammer Suspension Seat	931733	\$28,400	\$19,880	2500
Kawasaki FX1000DFI (37hp) 104" RD Grammer Suspension Seat	933515	\$29,250	\$20,475	2500

## Accessories

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 104 (includes wavy mulch blades)	117257 ***	\$218	\$170.04

Misc. Accessories	Part Number	MSRP	Contract Price
Kit, Premium Anti-Scalp Upgrade	117692	\$399	\$311.22
Kit, Beacon	110467	\$279	\$217.62
Kit, Light	110153	\$199	\$155.22
Kit, Steering Lever Extension	353961	\$31	\$24.18

\*\*\* Super 104 units with serial numbers 13020050 and above only





## 3700

Description	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
<b>Model</b>				
Shibaura Diesel (36hp) Out-front mower, Suspension Seat	928713	\$22,990	\$17,242.50	1775

### Accessories

Decks (must have one)	Part Number	MSRP	Contract Price	SHPG. WT. W/CRATE
Deck 60" Side Discharge	928721	\$4,099	\$3,074.25	575
Deck 72" Side Discharge	928739	\$4,409	\$3,306.75	625
Deck 72" Rear Discharge	928754	\$4,975	\$3,731.25	755
<i>** Requires Heavy Duty Radiator Air Box Kit (114654)</i>				
Deck 84" Flex Deck	930438	\$9,799	\$7,349.25	745
<i>Requires Single Aux. Kit (113935) &amp; Air Box Kit (114654)</i>				

Catchers	Part Number	MSRP	Contract Price
Catcher Bin	929455	\$2,699	\$2,105.22
<i>Collection System cannot be used in conjunction with the Jodale Perry Cab OR Femco Soft Cab</i>			
60" Deck Blower Assembly	929430	\$1,899	\$1,481.22
72" Deck Blower Assembly	929448	\$1,909	\$1,489.02
<i>Rear Weight Plates and mounting brackets are included with the Deck Blower Assembly (929430, 929448)</i>			

Mulch Kits	Part Number	MSRP	Contract Price
Kit, Mulch 60" XR-7 (without blades) order (3) 794214 blades, Mulch-Wavy * order (3) 794230 blades, Mulch-Gator *	108563	\$212	\$165.36
Kit, Mulch 72" XR-7 (without blades) order (3) 798710 blades, Mulch-Wavy * order (3) 798728 blades, Mulch-Gator *	108565	\$212	\$165.36
Kit, Mulch 84" Flex Deck	114060	\$599	\$467.22
Kit, Containment 60" XR-7	108560	\$85	\$66.30
Kit, Containment 72" XR-7	108562	\$95	\$74.10

\* See Service Parts Price List for Pricing Details

\*\* Unless Hard Cab is installed. (114654) Kit is included with Hard Cab.



# 3700 Cont.



Description	Part Number	MSRP	Contract Price
<b>Misc. Accessories</b>			
Kit, Anti-scalp Wheel	111056	\$129	\$100.62
Kit, Beacon	111914	\$299	\$233.22
Kit, Single Hydraulic Remote Aux.	113935	\$499	\$389.22
Kit, 2nd Hydraulic Remote Aux.	113940	\$399	\$311.22
Kit, Engine Block Heater	112359	\$79	\$61.62
Kit, Flasher	111913	\$259	\$202.02
Kit, Lights	111912	\$189	\$147.42
Kit, Heavy Duty Radiator Air Box	114654	\$749	\$584.22
Kit, Seat Support Update (original)	109510	\$159	\$124.02
Kit, Seat Support Update	115179	\$119	\$92.02
Kit, Tire Chains (front)	111806	\$189	\$147.42
Kit, Tire Chains (rear)	111808	\$159	\$124.02
Weight, Suitcase Style, 50 lbs. each	602048	\$80	\$62.40

<b>Rear Weight Recommendations:</b>			
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DESCRIPTION	LBS.
60" Side Discharge Deck	126
72" Side Discharge Deck	168
72" Rear Discharge Deck	207
84" Flex Deck	200
M-B Front Blade	100
M-B V-Plow Blade	150
M-B Broom	84
Snow Blower (from Kaye Corp)	250
Hard Cab with heat (Jodale Perry)	100 ***

\*\*\* This weight requirement is IN ADDITION to any other weight requirements for front attachments. Example: If a Hard Cab is installed with a Snow Blade, the total required counter-balance weight = 200 lbs.

NOTE: 60" Broom available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (Requires Single Hydraulic Remote Aux. Kit 113935)

NOTE: Front Blade available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (Requires Single Hydraulic Remote Aux. Kit 113935)

NOTE: V-Plow Blade available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (Requires Single Hydraulic Remote Aux. Kit 113935 and 2nd Hydraulic Remote Aux. Kit 113940)

NOTE: Canopy for 3600 / 3700 available through [www.sunguarddealer.com](http://www.sunguarddealer.com)

NOTE: Snow Blower available through Kaye Corporation at [www.kayecorp.com](http://www.kayecorp.com),

Snow Blower requires the following: (1) 113935, (1) 113940 and recommended weights listed above.

NOTE: Soft Cab available through Femco, Inc. at 800.677.0898 OR e-mail: [femco@femcomfg.com](mailto:femco@femcomfg.com)

NOTE: Contact Hustler Turf Equipment for Jodale Perry Cab Information and pricing

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

April 9, 2012

NOTICE  
OF  
CONTRACT NO. 071B2200169  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR <b>Hustler Turf Equipment</b> <b>P.O. Box 7000</b> <b>Hesston, KS 67062</b>  Email: <a href="mailto:bo'donnell@excelii.com">bo'donnell@excelii.com</a>	TELEPHONE (630) 669-3070 <b>Brian J. O'Donnell</b>
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-6535 <b>William C. Walsh, CPPB</b>
Contract Compliance Inspector: <b>Turf Equipment – MiDEAL Members Only</b>	
CONTRACT PERIOD: <b>3 yrs. + 2 one-year options</b> From: <b>April 1, 2012</b> To: <b>March 31, 2015</b>	
TERMS <b>Net 45 Days</b>	SHIPMENT <b>7 Days A.R.O.</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>One Unit</b>	
MISCELLANEOUS INFORMATION:	

**THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND AUTHORIZED  
MiDEAL MEMBERS.**

**TOTAL ESTIMATED CONTRACT VALUE: \$0.00**

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

CONTRACT NO. 071B2200169  
between  
THE STATE OF MICHIGAN  
and

NAME & ADDRESS OF CONTRACTOR <b>Hustler Turf Equipment</b> <b>P.O. Box 7000</b> <b>Hesston, KS 67062</b>		TELEPHONE (630) 669-3070 <b>Brian J. O'Donnell</b>
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TERMS <b>Net 45 Days</b>	SHIPMENT <b>7 Days A.R.O.</b>	
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>	
MINIMUM DELIVERY REQUIREMENTS <b>One Unit</b>		
MISCELLANEOUS INFORMATION: <b>THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT AND AUTHORIZED MiDEAL MEMBERS.</b>  The terms and conditions of this Contract are those of ITB #071I2200106, 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: <b>\$0.00</b>		

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I2200106. Orders for delivery will be issued directly by the Local Units of Government and Authorized MiDEAL Members.

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

<b>FOR THE CONTRACTOR:</b>	<b>FOR THE STATE:</b>
<b>Hustler Turf Equipment</b>	Signature
Firm Name	Jeff Brownlee, Chief Procurement Officer
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB - Procurement
Date	Division
	Date

## Table of Contents

<b>Definitions .....</b>	<b>7</b>
<b>1.1 Project Identification.....</b>	<b>8</b>
1.1.1 Project Request.....	8
1.1.2 Background- Deleted - Not Applicable .....	8
<b>1.2 Scope of Work and Deliverable(s).....</b>	<b>8</b>
1.2.1 In Scope – - Deleted - Not Applicable .....	8
1.2.2 Deliverable(s) .....	8
1.2.3 Quantity.....	8
1.2.4 Ordering .....	8
1.2.5 Alternate Bids- Deleted - Not Applicable .....	8
<b>1.3 Management and Staffing .....</b>	<b>8</b>
1.3.1 Project Management- Deleted - Not Applicable .....	8
1.3.2 Reports- Deleted - Not Applicable.....	8
1.3.3 Staff, Duties, and Responsibilities- Deleted - Not Applicable.....	8
1.3.4 Meetings.....	8
1.3.5 Place of Performance- (Best Value Evaluation) .....	8
1.3.6 Reserved.....	8
1.3.7 Binding Commitments- Deleted - Not Applicable .....	8
1.3.8 Training- Deleted - Not Applicable .....	8
1.3.9 Security- Deleted - Not Applicable .....	8
<b>1.4 Delivery and Acceptance.....</b>	<b>9</b>
1.4.1 Time Frames .....	9
1.4.2 Minimum Order .....	9
1.4.3 Packaging – Deleted – Not Applicable.....	9
1.4.4 Palletizing- Deleted- Not Applicable.....	9
1.4.5 Delivery Term.....	9
1.4.6 Acceptance Process .....	9
1.4.7 Criteria.....	9
<b>1.5 Proposal Pricing .....</b>	<b>9</b>
1.5.1 Pricing .....	9
1.5.3 Price Term.....	9
1.5.4 Tax Excluded from Price .....	9
1.5.5 Invoices .....	9
1.6 Commodity Requirements.....	10
1.6.2 Research and Development- Deleted - Not Applicable.....	10
1.6.3 Quality Assurance Program- Deleted - Not Applicable .....	10
1.6.6 Energy Efficiency- Deleted – Not Applicable.....	10
1.6.7 Environmental Requirements- Deleted- Not Applicable .....	10
1.6.8 Recycled Content - Deleted – Not Applicable .....	10
1.6.9 Materials Identification and Tracking.....	10
<b>1.7 Extended Purchasing .....</b>	<b>10</b>
1.7.1 MiDEAL.....	10
1.7.2 State Employee Purchases- Deleted - Not Applicable.....	10
<b>Article 2 – Terms and Conditions.....</b>	<b>11</b>
<b>2.1 Contract Term .....</b>	<b>11</b>
2.1.1 Contract Term .....	11
2.1.2 Options to Renew.....	11
<b>2.2 Payments and Taxes .....</b>	<b>11</b>
2.2.1 Fixed Prices for Deliverable(s) .....	11
2.2.2 Payment Deadlines .....	11

2.2.3	Invoicing and Payment – In General [Deleted, Not Applicable]	11
2.2.4	Pro-ration [Deleted, Not Applicable]	11
2.2.5	Final Payment and Waivers	11
2.2.6	Electronic Payment Requirement – Deleted – Not Applicable	11
2.2.7	Employment Taxes	11
2.2.8	Sales and Use Taxes	11
<b>2.3</b>	<b>Contract Administration</b>	<b>11</b>
2.3.1	Issuing Office	11
2.3.2	Contract Compliance Inspector-Deleted-Not Applicable	12
2.3.3	Project Manager-Deleted-Not Applicable	12
2.3.4	Contract Changes	12
2.3.5	Price Changes	12
2.3.6	Notices	13
2.3.7	Covenant of Good Faith	13
2.3.8	Assignments	13
2.3.9	Equipment- Deleted – Not Applicable	13
2.3.10	Facilities [Deleted, Not Applicable]	13
<b>2.4</b>	<b>Contract Management</b>	<b>13</b>
2.4.1	Contractor Personnel Qualifications	14
2.4.2	Contractor Key Personnel	14
2.4.3	Removal or Reassignment of Personnel at the State's Request	14
2.4.4	Contractor Personnel Location- Deleted-Not Applicable	14
2.4.5	Contractor Identification	14
2.4.6	Cooperation with Third Parties	14
2.4.7	Relationship of the Parties	14
2.4.8	Contractor Return of State Equipment/Resources- Deleted-Not Applicable	14
2.4.9	Background Checks	14
2.4.10	Compliance With State Policies- Deleted – Not Applicable	14
<b>2.5</b>	<b>Subcontracting by Contractor-Subcontracting is Not Allowed for this Contract</b>	<b>14</b>
2.5.1	Contractor Responsible- Deleted- Not Applicable	14
2.5.2	State Approval of Subcontractor-Deleted-Not Applicable	14
2.5.3	Subcontract Requirements-Deleted-Not Applicable	14
2.5.4	Competitive Selection-Deleted-Not Applicable	15
<b>2.6</b>	<b>Reserved</b>	<b>15</b>
<b>2.7</b>	<b>Performance</b>	<b>15</b>
2.7.1	Time of Performance	15
2.7.2	Service Level Agreements [Deleted, Not Applicable]	15
2.7.3	Liquidated Damages-Deleted-Not Applicable	15
2.7.4	Excusable Failure	15
<b>2.8</b>	<b>Acceptance of Deliverable(s)</b>	<b>16</b>
2.8.1	Quality Assurance	16
2.8.2	Delivery Responsibilities	16
2.8.3	Process for Acceptance of Deliverable(s)	16
2.8.4	Acceptance of Deliverable(s)	16
2.8.5	Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]	17
2.8.6	Process for Approval of Services [Deleted, Not Applicable]	17
2.8.7	Final Acceptance	17
<b>2.9</b>	<b>Ownership [Deleted, Not Applicable]</b>	<b>17</b>
<b>2.10</b>	<b>State Standards [Deleted, Not Applicable]</b>	<b>17</b>
<b>2.11</b>	<b>Confidentiality</b>	<b>17</b>
2.11.1	Confidential Information	17

2.11.2	<u>Protection and Destruction of Confidential Information</u>	17
2.11.3	<u>Exclusions</u>	17
2.11.4	<u>No Obligation to Disclose</u>	18
2.11.5	<u>Security Breach Notification</u>	18
<b>2.12</b>	<b><u>Records and Inspections</u></b>	<b>18</b>
2.12.1	<u>Inspection of Work Performed</u>	18
2.12.2	<u>Retention of Records</u>	18
2.12.3	<u>Examination of Records</u>	18
2.12.4	<u>Audit Resolution</u>	18
2.12.5	<u>Errors</u>	18
<b>2.13</b>	<b><u>Warranties</u></b>	<b>19</b>
2.13.1	<u>Warranties and Representations</u>	19
2.13.2	<u>Warranty of Merchantability</u>	19
2.13.3	<u>Warranty of Fitness for a Particular Purpose</u>	19
2.13.4	<u>Warranty of Title</u>	20
2.13.5	<u>Equipment Warranty</u>	20
2.13.6	<u>New Deliverable(s)</u>	20
2.13.7	<u>Prohibited Products</u>	20
2.13.8	<u>Consequences For Breach</u>	20
<b>2.14</b>	<b><u>Insurance</u></b>	<b>20</b>
2.14.1	<u>Liability Insurance</u>	20
2.14.2	<u>Subcontractor Insurance Coverage-Deleted-Not Applicable</u>	22
2.14.3	<u>Certificates of Insurance and Other Requirements</u>	22
<b>2.15</b>	<b><u>Indemnification</u></b>	<b>23</b>
2.15.1	<u>General Indemnification</u>	23
2.15.2	<u>Code Indemnification [Deleted, Not Applicable]</u>	23
2.15.3	<u>Employee Indemnification</u>	23
2.15.4	<u>Patent/Copyright Infringement Indemnification</u>	23
2.15.5	<u>Continuing Obligation</u>	23
2.15.6	<u>Indemnification Procedures</u>	23
2.15.7	<u>Limitation of Liability</u>	24
<b>2.16</b>	<b><u>Termination by the State</u></b>	<b>24</b>
2.16.1	<u>Notice and Right to Cure</u>	24
2.16.2	<u>Termination for Cause</u>	25
2.16.3	<u>Termination for Convenience</u>	25
2.16.4	<u>Termination for Non-Appropriation- Deleted- Not Applicable</u>	25
2.16.5	<u>Termination for Criminal Conviction</u>	25
2.16.6	<u>Termination for Approvals Rescinded</u>	25
2.16.7	<u>Rights and Obligations upon Termination</u>	25
2.16.8	<u>Reservation of Rights</u>	26
2.16.9	<u>Contractor Transition Responsibilities</u>	26
2.16.10	<u>Transition Payments</u>	26
<b>2.17</b>	<b><u>Termination by the Contractor</u></b>	<b>26</b>
2.17.1	<u>Termination</u>	26
<b>2.18</b>	<b><u>Stop Work</u></b>	<b>26</b>
2.18.1	<u>Stop Work Order-Deleted-Not Applicable</u>	26
2.18.2	<u>Termination of Stop Work Order-Deleted-Not Applicable</u>	26
2.18.3	<u>Allowance of the Contractor's Costs-Deleted-Not Applicable</u>	26
<b>2.19</b>	<b><u>Reserved</u></b>	<b>26</b>
<b>2.20</b>	<b><u>Dispute Resolution</u></b>	<b>26</b>
2.20.1	<u>General</u>	27

<u>2.20.2</u>	<u>Informal Dispute Resolution</u> .....	27
<u>2.20.3</u>	<u>Injunctive Relief</u> .....	27
<u>2.20.4</u>	<u>Continued Performance</u> .....	27
<b><u>2.21</u></b>	<b><u>Disclosure Responsibilities</u></b> .....	<b>27</b>
<u>2.21.1</u>	<u>Disclosure of Litigation</u> .....	27
<u>2.21.2</u>	<u>Other Disclosures</u> .....	28
<u>2.21.3</u>	<u>Call Center Disclosure-Deleted-Not Applicable</u> .....	28
<b><u>2.22</u></b>	<b><u>Extended Purchasing</u></b> .....	<b>28</b>
<u>2.22.1</u>	<u>MiDEAL Requirements</u> .....	28
<u>2.22.2</u>	<u>State Administrative Fee</u> .....	28
<u>2.22.3</u>	<u>State Employee Purchase Requirements-Deleted-Not Applicable</u> .....	28
<b><u>2.23</u></b>	<b><u>Laws</u></b> .....	<b>28</b>
<u>2.23.1</u>	<u>Governing Law</u> .....	29
<u>2.23.2</u>	<u>Compliance with Laws</u> .....	29
<u>2.23.3</u>	<u>Jurisdiction</u> .....	29
<u>2.23.4</u>	<u>Nondiscrimination</u> .....	29
<u>2.23.5</u>	<u>Unfair Labor Practices</u> .....	29
<u>2.23.6</u>	<u>Environmental Provision</u> .....	29
<u>2.23.7</u>	<u>Freedom of Information</u> .....	30
<u>2.23.8</u>	<u>Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]</u> ....	30
<u>2.23.9</u>	<u>Prevailing Wage [Deleted, Not Applicable]</u> .....	30
<u>2.23.10</u>	<u>Abusive Labor Practices</u> .....	30
<b><u>2.24</u></b>	<b><u>General Provisions</u></b> .....	<b>30</b>
<u>2.24.1</u>	<u>Bankruptcy and Insolvency</u> .....	30
<u>2.24.2</u>	<u>Media Releases</u> .....	30
<u>2.24.3</u>	<u>Contract Distribution</u> .....	30
<u>2.24.4</u>	<u>Permits</u> .....	30
<u>2.24.5</u>	<u>Website Incorporation</u> .....	30
<u>2.24.6</u>	<u>Future Bidding Preclusion [Deleted, Not Applicable]</u> .....	30
<u>2.24.7</u>	<u>Antitrust Assignment</u> .....	31
<u>2.24.8</u>	<u>Disaster Recovery</u> .....	31
<u>2.24.9</u>	<u>Legal Effect</u> .....	31
<u>2.24.10</u>	<u>Entire Agreement</u> .....	31
<u>2.24.11</u>	<u>Order of Precedence</u> .....	31
<u>2.24.12</u>	<u>Headings</u> .....	31
<u>2.24.13</u>	<u>Form, Function and Utility – Deleted – Not Applicable</u> .....	31
<u>2.24.14</u>	<u>Reformation and Severability</u> .....	31
<u>2.24.15</u>	<u>Approval</u> .....	31
<u>2.24.16</u>	<u>No Waiver of Default</u> .....	31
<u>2.24.17</u>	<u>Survival</u> .....	31
<u>2.24.18</u>	<u>PCI Data Security Standard</u> .....	32

Attachment A - Pricing

### **Definitions**

**This section provides definitions for terms used throughout this document.**

**Business Day** - whether capitalized or not, means any day other than a Saturday, Sunday, State employee temporary layoff day, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am through 5:00pm Eastern Time unless otherwise stated.

**Buyer** – the DTMB-Procurement employee identified on the cover page of this ITB.

**Chronic Failure** - as defined in applicable Service Level Agreements.

**Contract** – based on this ITB, an agreement that has been approved and executed by the awarded bidder, the DTMB-Procurement Director, and the State Administrative Board.

**Contractor** – the awarded bidder after the Effective Date.

**Days** - Business Days unless otherwise specified.

**Deleted, Not Applicable** - the section is not applicable or included in this ITB. This is used as a placeholder to maintain consistent numbering.

**Deliverable(s)** - physical goods or commodities as required or identified in a Statement of Work.

**Eastern Time** – either Eastern Standard Time or Eastern Daylight Time, whichever is prevailing in Lansing, Michigan.

**Effective Date** - the date that a binding contract is executed by the final party.

**Final Acceptance** - has the meaning provided in Section 2.8.7, Final Acceptance, unless otherwise stated in Article 1.

**Key Personnel** - any personnel designated as Key Personnel in Sections 1.3.3, Staff, Duties, and Responsibilities, and 2.4.2, Contractor Key Personnel, subject to the restrictions of Section 2.4.2.

**Post-Industrial Waste** - 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.

**Purchase Order** - a written document issued by the State that requests full or partial performance of the Contract.

**State** - the State of Michigan.

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

**Stop Work Order** - a notice requiring the Contractor to fully or partially stop work in accordance with the terms of the notice.

**Subcontractor** - a company or person that the Contractor delegates performance of a portion of the Deliverable(s) to, but does not include independent contractors engaged by the Contractor solely in a staff augmentation role.

**Unauthorized Removal** - the Contractor's removal of Key Personnel without the prior written consent of the State.



**ARTICLE ONE****1.1 Project Identification**

This Contract is for the purchase of turf equipment and parts for Local Units of Government that are MiDEAL members with the State of Michigan. All Terms and Conditions of this Contract will flow down to the Local Units of Government.

**1.1.1 Project Request**

This is a Statement of Work (SOW) for the purchase of Hustler turf equipment for Local Units of Government that are MiDEAL members.

**1.1.2 Background- Deleted - Not Applicable****1.2 Scope of Work and Deliverable(s)****1.2.1 In Scope – - Deleted - Not Applicable****1.2.2 Deliverable(s)****1.2.3 Quantity**

The State of Michigan is not obligated for orders issued by Local Units of Government and does not guarantee any quantities under this Contract.

**1.2.4 Ordering**

Local Units of Government that are MiDEAL members will issue orders for equipment as needed. The State of Michigan is not liable for orders issued by Local Units of Government.

**1.2.5 Alternate Bids- Deleted - Not Applicable****1.3 Management and Staffing****1.3.1 Project Management- Deleted - Not Applicable****1.3.2 Reports- Deleted - Not Applicable****1.3.3 Staff, Duties, and Responsibilities- Deleted - Not Applicable****1.3.4 Meetings****1.3.5 Place of Performance- (Best Value Evaluation)**

The bidder must list the location of all facilities that will be involved in performing the Contract:

Full address of place of performance	Owner/operator of facility to be used	Percent (%) of Contract value to be performed at listed location
200 South Ridge Rd	Hustler Turf Equipment	100%
Hesston, KS 67062		

**1.3.6 Reserved****1.3.7 Binding Commitments- Deleted - Not Applicable****1.3.8 Training- Deleted - Not Applicable****1.3.9 Security- Deleted - Not Applicable**

#### **1.4 Delivery and Acceptance**

##### **1.4.1 Time Frames**

All Deliverable(s) must be delivered within 30 Days after receipt of order. The receipt of order date is governed in the same manner as notices sent under Section 2.3.6, Notices.

##### **1.4.2 Minimum Order**

The minimum order for this Contract is one unit.

##### **1.4.3 Packaging – Deleted – Not Applicable**

##### **1.4.4 Palletizing- Deleted- Not Applicable**

##### **1.4.5 Delivery Term**

Unless specified otherwise below, delivery is governed by Section 2.8.2, Delivery Responsibilities.

All prices include "F.O.B. Destination, within Government Premises" with transportation charges prepaid on all orders that meet the minimum order requirement specified in Section 1.4.2, Minimum Order.

##### **1.4.6 Acceptance Process**

##### **1.4.7 Criteria**

#### **1.5 Proposal Pricing**

##### **1.5.1 Pricing**

The bidder must provide pricing details on the pricing sheets provided in this ITB. Pricing sheets are separate attachments on Bid4Michigan.

##### **1.5.2 Quick Payment Terms**

No quick payment discount will be offered.

##### **1.5.3 Price Term**

Prices are firm with prospective renegotiation at an agreed upon time. The criteria for a re-determination of pricing are under Section 2.3.5, Price Changes.

##### **1.5.4 Tax Excluded from Price**

(a) Sales Tax: The State is exempt from sales tax for direct purchases. The bidder's prices must not include sales tax. DTMB-Procurement will furnish exemption certificates for sales tax 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, the bidder's prices must not include the Federal Excise Tax.

##### **1.5.5 Invoices**

Invoices must include at a minimum:

- (a) Date
- (b) PO #
- (c) Quantity
- (d) Deliverable
- (e) Unit Price
- (f) Shipping Cost (if any)
- (g) Total Price

**1.6 Commodity Requirements**

1.6.1 Customer Service

Yes to part 1.6.1 / exception contact #630.669.3070

**1.6.2 Research and Development- Deleted - Not Applicable**

**1.6.3 Quality Assurance Program- Deleted - Not Applicable**

1.6.4 Warranty for Deliverable(s)

Warranties are handled at the local Dealer level who will correspond with the OEM if needed

1.6.5 Special Incentives

None

**1.6.6 Energy Efficiency- Deleted – Not Applicable**

**1.6.7 Environmental Requirements- Deleted- Not Applicable**

**1.6.8 Recycled Content - Deleted – Not Applicable**

**1.6.9 Materials Identification and Tracking**

(a) Hazardous Chemical Identification.

Chemical (if none, enter 'None')	Identification Number
NONE	

(b) Mercury Content.

None

(c) Brominated Flame Retardants.

None

(d) Environmental Permits and Requirements.

No

**1.7 Extended Purchasing**

**1.7.1 MiDEAL**

The Management and Budget Act, MCL 18.1263, permits the State to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, or community or junior college (MiDEAL Members). A current listing of approved MiDEAL Members is available at: [www.michigan.gov/mideal](http://www.michigan.gov/mideal). Estimated requirements for MiDEAL Members are not included in the quantities shown in this ITB.

Deliverable(s) will be supplied to the State and MiDEAL Members according to the term and prices quoted, subject to Section 2.22.1, MiDEAL Requirements.

**1.7.2 State Employee Purchases- Deleted - Not Applicable**

## **Article 2 – Terms and Conditions**

### **2.1 Contract Term**

#### **2.1.1 Contract Term**

The Contract term begins April 1, 2012 and expires March 31, 2017.

#### **2.1.2 Options to Renew**

This Contract may be renewed for up to two additional one year period(s). Renewal must be by mutual written agreement of the parties, not less than 30 days before expiration of the Contract.

### **2.2 Payments and Taxes**

#### **2.2.1 Fixed Prices for Deliverable(s)**

Prices are fixed for all Deliverable(s).

#### **2.2.2 Payment Deadlines**

Invoice payment will be negotiated between the Contractor and Local Units of Government.

#### **2.2.3 Invoicing and Payment – In General [Deleted, Not Applicable]**

#### **2.2.4 Pro-ration [Deleted, Not Applicable]**

#### **2.2.5 Final Payment and Waivers**

The Contractor's acceptance of final payment by the Local Units of Government constitutes a waiver of all claims by the Contractor against the Local Units of Government for payment. For other claims, final payment by the Local Units of Government will not constitute a waiver by either party of any rights as to the other party's continuing obligations.

#### **2.2.6 Electronic Payment Requirement – Deleted – Not Applicable**

#### **2.2.7 Employment Taxes**

The Contractor must collect and pay all applicable federal, state, and local employment taxes.

#### **2.2.8 Sales and Use Taxes**

The Contractor must register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. If the Contractor lacks sufficient presence in Michigan to be required to register and pay taxes, it must do so on a voluntary basis. The requirement to register and remit sales and use taxes extends to (a) all members of a "controlled group of corporations" as defined in § 1563(a) of the Internal Revenue Code, 26 USC 1563(a), and applicable regulations; and (b) all organizations under common control that make sales at retail for delivery into the State. Any United States Department of Treasury regulation that references "two or more trades or businesses under common control" includes organizations such as sole proprietorships, partnerships (as defined in § 7701(a)(2) of the Internal Revenue Code, 26 USC 7701(a)(2)), trusts, estates, corporations, or limited liability companies.

### **2.3 Contract Administration**

#### **2.3.1 Issuing Office**

This Contract is issued by DTMB-Procurement on behalf of Local Units of Government that are MiDEAL members. **DTMB-Procurement is the only entity authorized to modify the terms and conditions of this Contract, including the prices and specifications.** The Contract Administrator within DTMB-Procurement for this Contract is:

William C. Walsh, CPPB  
Procurement  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
E-mail: walshw@michigan.gov  
Phone: (517) 373-6535

**2.3.2 Contract Compliance Inspector-Deleted-Not Applicable**

**2.3.3 Project Manager-Deleted-Not Applicable**

**2.3.4 Contract Changes**

(a) If the State requests or directs the Contractor to provide any Deliverable(s) that the Contractor believes are outside the scope of the Contractor's responsibilities under the Contract, the Contractor must notify the State before performing the requested activities. If the Contractor fails to notify the State, any activities performed will be considered in-scope and not entitled to additional compensation or time. If the Contractor begins work outside the scope of the 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.

(b) The State or the Contractor may propose changes to the Contract. If the Contractor or the State requests a change to the Deliverable(s) or if the State requests additional Deliverable(s), the Contractor must provide a detailed outline of all work to be done, including tasks, timeframes, listing of key personnel assigned, estimated hours for each individual per Deliverable, and a complete and detailed cost justification. If the parties agree on the proposed change, DTMB-Procurement will prepare and issue a notice that describes the change, its effects on the Deliverable(s), and any affected components of the Contract (Contract Change Notice).

(c) No proposed change may be performed until DTMB-Procurement issues a duly executed Contract Change Notice for the proposed change.

**2.3.5 Price Changes**

If allowed by Section 1.5.3, Price Term, the State and the Contractor will complete a pricing review (Review) every 365 days following the Effective Date, to allow for changes based on actual costs incurred. Requested changes may include increases or decreases in price and must be accompanied by supporting information indicating market support of proposed modifications (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).

(a) The State may request a Review upon 30 days written notice that specifies what Deliverable is being reviewed. At the Review, each party may present supporting information including information created by, presented, or received from third parties.

(b) Following the presentation of supporting information, both parties will have 30 days to review the supporting information and prepare any written response.

(c) In the event the Review reveals no need for modifications of any type, pricing will remain unchanged unless mutually agreed to by the parties. However, if the Review reveals that changes may be recommended, both parties will negotiate in good faith for 30 days unless extended by mutual agreement of the parties.

(d) If the supporting information reveals a reduction in prices is necessary and Contractor agrees to reduce rates accordingly, then the State may elect to exercise the next one year option, if available.

(e) If the supporting information reveals a reduction in prices is necessary and the parties are unable to reach agreement, then the State may eliminate all remaining Contract renewal options.

(f) Any changes based on the Review must be implemented through the issuance of a Contract Change Notice.

### **2.3.6 Notices**

All notices and other communications required or permitted under this Contract must be in writing and will be considered given when delivered personally, by fax (if provided) or by e-mail (if provided), or by registered mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to State:

State of Michigan  
DTMB-Procurement  
Attention: William C. Walsh, CPPB  
PO Box 30026  
530 West Allegan  
Lansing, MI 48909  
E-mail: walshw@michigan.gov  
Fax: (517) 335-0046

If to Contractor:

Brian J O'Donnell]  
200 South Ridge Road, Hesston, Ks 67062  
Bo'donnell@excelii.com  
630.323.5118

Delivery by a nationally recognized overnight express courier will be treated as personal delivery.

### **2.3.7 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless otherwise provided in this Contract, the parties will not unreasonably delay, condition or withhold their consent, decision, or approval any time it is requested or reasonably required in order for the other party to perform its responsibilities under the Contract.

### **2.3.8 Assignments**

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under the Contract, to another party (whether by operation of law or otherwise), without the prior approval of the other party. The State may, however, assign this Contract to any other State agency, department, or division without the prior approval of the Contractor.

(b) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State and provide adequate information about the assignee at least 90 days before the proposed assignment or as otherwise provided by law or court order. The State may withhold approval from proposed assignments, subcontracts, or novations if the State determines, in its sole discretion, that the transfer of responsibility would decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(c) If the State permits an assignment of the Contractor's right to receive payments, the Contractor is not relieved of its responsibility to perform any of its contractual duties. All payments must continue to be made to one entity.

### **2.3.9 Equipment- Deleted – Not Applicable**

### **2.3.10 Facilities [Deleted, Not Applicable]**

## **2.4 Contract Management**

#### **2.4.1 Contractor Personnel Qualifications**

All persons assigned by the Contractor to perform work must be employees of the Contractor or its majority-owned subsidiaries, or a State-approved Subcontractor, and must be fully qualified to perform the work assigned to them. The Contractor must include this requirement in any subcontract.

#### **2.4.2 Contractor Key Personnel**

The Contractor must provide the name and contact information of personnel who will be assigned to this Contract who will be responsible for order taking, service, warranty work, accounts receivable, etc.

#### **2.4.3 Removal or Reassignment of Personnel at the State's Request**

The State may require the Contractor to remove or reassign personnel if the State has legitimate, good-faith reasons articulated in a notice to the Contractor. Replacement personnel 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.

#### **2.4.4 Contractor Personnel Location- Deleted-Not Applicable**

#### **2.4.5 Contractor Identification**

The Contractor's employees must be clearly identifiable, and must clearly identify themselves and the company they work for whenever making contact with Local Units of Government personnel by telephone or other means.

#### **2.4.6 Cooperation with Third Parties**

The Contractor and its Subcontractors must cooperate with the State and Local Units of Government and its agents and other contractors, including the State or Local Units of Government quality assurance personnel. The Contractor must provide reasonable access to its personnel, systems, and facilities related to the Contract to the extent that access will not interfere with or jeopardize the safety or operation of the systems or facilities.

#### **2.4.7 Relationship of the Parties**

The relationship between the State and Local Units of Government and Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor, or any of its subcontractors, is an employee, agent or servant of the State or local Units of Government. 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 the Contract.

#### **2.4.8 Contractor Return of State Equipment/Resources- Deleted-Not Applicable**

#### **2.4.9 Background Checks**

The State or Local Units of Government may investigate the Contractor's personnel before granting access to State or Local Units of Government facilities and systems. The scope of the background check is at the discretion of the State or Local Units of Government and the results will be used to determine eligibility for working within State or Local Unit of Government facilities and systems. The investigations will include a Michigan State Police background check (ICHAT) and may include a Criminal Justice Information Services (CJIS) fingerprint check. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the CJIS fingerprint check.

#### **2.4.10 Compliance With State Policies- Deleted – Not Applicable**

### **2.5 Subcontracting by Contractor-Subcontracting is Not Allowed for this Contract**

#### **2.5.1 Contractor Responsible- Deleted- Not Applicable**

#### **2.5.2 State Approval of Subcontractor-Deleted-Not Applicable**

#### **2.5.3 Subcontract Requirements-Deleted-Not Applicable**

## **2.5.4 Competitive Selection-Deleted-Not Applicable**

## **2.6 Reserved**

## **2.7 Performance**

### **2.7.1 Time of Performance**

(a) The Contractor must immediately notify Local Unit of Government upon becoming aware of any circumstances that may reasonably be expected to jeopardize the completion of any Deliverable(s) by the scheduled due dates in the latest Local Unit of Government-approved delivery schedule and must inform the Local Unit of Government of the projected actual delivery date.

(b) If the Contractor believes that a delay in performance by the Local Unit of Government has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must immediately notify the Local Unit of Government and, to the extent practicable, continue to perform its obligations according to the Contract time periods. The Contractor will not be in default for a delay in performance to the extent the delay is caused by the Local Unit of Government.

### **2.7.2 Service Level Agreements [Deleted, Not Applicable]**

### **2.7.3 Liquidated Damages-Deleted-Not Applicable**

### **2.7.4 Excusable Failure**

Neither party will be liable for any default, damage or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, war, forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, acts or omissions of common carriers, fire, riots, civil disorders, 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 any 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, workaround plans, or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. The non-performing party must promptly notify the other party immediately after the excusable failure occurs, and when it abates or ends. Both parties must use commercially reasonable efforts to resume performance.

If any of the reasons listed substantially prevent, hinder, or delay the Contractor's performance of the Deliverable(s) for more than 10 Days, and the Local Unit of Government reasonably determines that performance is not likely to be resumed within a period of time that is satisfactory to the Local Unit of Government, the Local Unit of Government may: (a) procure the affected Deliverable(s) from an alternate source without liability for payment so long as the delay in performance continues; or (b) terminate any portion of the Contract so affected and equitably adjust charges payable to the Contractor to reflect those Deliverable(s) that are terminated. The State must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date.

The Contractor will not have the right to any additional payments from the Local Unit of Government as a result of any Excusable Failure or to payments for Deliverable(s) not provided as a result of the Excusable Failure. The Contractor will not be relieved of a default or delay caused by acts or omissions of its Subcontractors except to the extent that a Subcontractor experiences an Excusable Failure and the Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans, or other means, including disaster recovery plans.



## **2.8 Acceptance of Deliverable(s)**

### **2.8.1 Quality Assurance**

By tendering any Deliverable to the Local Unit of Government, the Contractor certifies to the Local Unit of Government that (a) it has performed reasonable quality assurance activities; (b) it has performed any reasonable testing; and (c) it has corrected all material deficiencies discovered during the quality assurance activities and testing.

### **2.8.2 Delivery Responsibilities**

Unless otherwise specified by the State in Section 1.4.5, Delivery Term, the following are applicable to all deliveries:

- (a) The Contractor is responsible for delivering the Deliverable(s) by the applicable delivery date to the location(s) specified in the individual Purchase Order.
- (b) The Contractor must ship the Deliverable(s) "F.O.B. Destination, within Government Premises."
- (c) The Local Unit of Government will examine all packages at the time of delivery. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at the time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage.

### **2.8.3 Process for Acceptance of Deliverable(s)**

The review period for acceptance of the Deliverable(s) is governed by the applicable Statement of Work, and if the Statement of Work does not specify the review period, it is by default 30 Days for a Deliverable. The Local Unit of Government will notify the Contractor by the end of the Review Period that either:

- (a) the Deliverable is accepted in the form delivered by the Contractor;
- (b) the Deliverable is accepted, but noted deficiencies must be corrected; or
- (c) the Deliverable is rejected along with notation of any deficiencies that must be corrected before acceptance of the Deliverable.

If the Local Unit of Government delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Days resubmit the Deliverable(s) with an explanation that demonstrates all corrections have been made to the original Deliverable(s). The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the Local Unit of Government will have a reasonable additional period of time, not to exceed 30 Days, to accept the corrected Deliverable.

### **2.8.4 Acceptance of Deliverable(s)**

(a) The Local Unit of Government's obligation to comply with any Review Period is conditioned on the timely delivery of the Deliverable(s). The Review Period will begin on the first Business Day following the receipt of the Deliverable(s).

(b) The Local Unit of Government may inspect the Deliverable to confirm that all components have been delivered without material deficiencies. If the Local Unit of Government determines that the Deliverable or one of its components has material deficiencies, they may reject the Deliverable without performing any further inspection or testing.

(c) The Local Unit of Government will only approve a Deliverable after confirming that it conforms to and performs according to its specifications without material deficiency. They may, in its discretion, conditionally approve a Deliverable that contains material deficiencies if they elect to permit the Contractor to correct those deficiencies post-approval. The Contractor remains responsible for working diligently to correct, within a reasonable time at the Contractor's expense, all deficiencies in the Deliverable that remain outstanding at the time of approval.

(d) If, after three opportunities the Contractor is unable to correct all deficiencies, the Local Units of Government may: (i) demand that the Contractor cure the failure and give the Contractor additional time to do so at the sole expense of the Contractor; (ii) keep the Contract in force and perform, 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 amount equal to 10% of the State's cost to cure the deficiency; or (iii) fully or partially terminate the Contract for default by giving notice to the Contractor. Notwithstanding the foregoing, the local of government cannot use, as a basis for exercising its termination

rights under this Section, deficiencies discovered in a repeat Review Period that could reasonably have been discovered during a prior Review Period.

(e) The Local Unit of Government, at any time and in its reasonable discretion, may reject the Deliverable without notation of all deficiencies if the acceptance process reveals deficiencies in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable.

**2.8.5 Process for Approval of Written Deliverable(s) [Deleted, Not Applicable]**

**2.8.6 Process for Approval of Services [Deleted, Not Applicable]**

**2.8.7 Final Acceptance**

Unless otherwise stated in the Statement of Work, "Final Acceptance" of a Deliverable occurs when that Deliverable has been accepted by the Local Unit of Government following the applicable Review Period.

**2.9 Ownership [Deleted, Not Applicable]**

**2.10 State Standards [Deleted, Not Applicable]**

**2.11 Confidentiality**

**2.11.1 Confidential Information**

As used in this Section, "Confidential Information" means all information of the parties, except information that is:

- (a) disclosable under the Michigan Freedom Of Information Act (FOIA);
- (b) now available or becomes available to the public without breach of this Contract;
- (c) released in writing by the disclosing party;
- (d) obtained from a third party or parties having no obligation of confidentiality with respect to such information;
- (e) publicly disclosed pursuant to federal or state law; or
- (f) independently developed by the receiving party without reference to Confidential Information of the furnishing party.

**2.11.2 Protection and Destruction of Confidential Information**

(a) Each party must use the same care to prevent unauthorized disclosure of Confidential Information as it uses to prevent disclosure of its own information of a similar nature, but in no event less than a reasonable degree of care. Neither the 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 interest or license 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.

(b) Each party will limit disclosure of the other party's Confidential Information to employees, agents, and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where: (i) use of a Subcontractor is authorized under this Contract; (ii) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility; and (iii) 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 to the State's Confidential Information may be required to execute a separate agreement to be bound by the confidentiality requirements of this Section.

(c) Upon termination of the Contract, Contractor must promptly return the Local Unit of Government Confidential Information or certify to the Local Unit of Government that Contractor has destroyed all of the Local Unit of Government's Confidential Information.

**2.11.3 Exclusions**

The provisions of Section 2.11, Confidentiality, will not apply where the receiving party is required by law to disclose the other party's 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.

#### **2.11.4 No Obligation to Disclose**

Nothing contained in Section 2.11, Confidentiality, will be construed as obligating a party to disclose any particular Confidential Information to the other party.

#### **2.11.5 Security Breach Notification**

If Contractor breaches this Section, it must (i) promptly cure any deficiencies in Contractor's internal security controls; and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the Local Unit of Government will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized access, use, or disclosure. Contractor must notify the State of any unauthorized use or disclosure of Confidential Information, whether suspected or actual, within 10 days of becoming aware of the use or disclosure or a shorter time period as is reasonable under the circumstances. The Local Unit of Government may require Contractor to purchase credit monitoring services for any individuals affected by the breach.

### **2.12 Records and Inspections**

#### **2.12.1 Inspection of Work Performed**

The Local Unit of Government's authorized representatives, at reasonable times and with 10 days prior notice, have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed, to the extent the access will not reasonably interfere with or jeopardize the safety or operation of Contractor's systems or facilities. The Contractor must provide reasonable assistance for the State's representatives during inspections.

#### **2.12.2 Retention of Records**

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of seven years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

#### **2.12.3 Examination of Records**

The State or Local Unit of Government upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract. The State or Local Unit of Government does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

#### **2.12.4 Audit Resolution**

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

#### **2.12.5 Errors**

(a) If an audit reveals any financial errors in the records provided to the State or Local Unit of Government, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the Local Unit of Government's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

## **2.13 Warranties**

### **2.13.1 Warranties and Representations**

The Contractor represents and warrants:

(a) It is capable of fulfilling and will fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workmanlike manner and must meet the performance and operational standards required under this Contract.

(b) The Contract appendices, attachments, and exhibits identify the equipment, software, and services necessary for the Deliverable(s) to comply with the Contract's requirements.

(c) It is the lawful owner or licensee of any Deliverable licensed or sold to the Local Units of Government by Contractor or developed by the Contractor for 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 Deliverable(s). None of the Deliverable(s) provided by Contractor to the State, nor their use by the State, will infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party.

(d) The Contract signatory has the authority to enter into this Contract on behalf of the Contractor.

(e) It is qualified and registered to transact business in all locations where required.

(f) Neither the Contractor nor any affiliates, nor any employee of either, has, will have, or will acquire, any interest that would conflict in any manner with the Contractor's performance of its duties and responsibilities to the State or Local Units of Government or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. The Contractor must notify the State or Local Units of Government about the nature of any conflict or appearance of impropriety within two days of learning about it.

(h) Neither the Contractor nor any affiliates, nor any employee of either, has accepted or will accept anything of value based on an understanding that the actions of the Contractor, its affiliates, or its employees on behalf of the Local Units of Government would be influenced. The Contractor must not attempt to influence any State or Local Units of Government employee by the direct or indirect offer of anything of value.

(i) Neither the 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 the 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 Contractor arrived at its proposed prices independently, without communication or agreement with any other bidder for the purpose of restricting competition. The Contractor did not knowingly disclose its quoted prices for this Contract to any other bidder before the award of the Contract. The Contractor made no attempt to induce any other person or entity to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by the Contractor to the State in connection with the award of this Contract fairly and accurately represent the Contractor's business, properties, financial condition, and results of operations as of the respective dates covered by the financial statements, reports, or other information. There has been no material adverse change in the Contractor's business, properties, financial condition, or results of operation.

(l) All written information furnished to the State by or for the Contractor in connection with the award of this Contract is true, accurate, and complete, and contains no false statement of material fact nor omits any material fact that would make the submitted information misleading.

(m) It will immediately notify DTMB-Procurement if any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract is awarded.

### **2.13.2 Warranty of Merchantability**

The Deliverable(s) provided by the Contractor must be merchantable.

### **2.13.3 Warranty of Fitness for a Particular Purpose**

The Deliverable(s) provided by the Contractor must be fit for the purpose(s) identified in this Contract.

#### **2.13.4 Warranty of Title**

The Contractor must convey good title to any Deliverable(s) provided to the Local Unit of Government. All Deliverable(s) provided by the Contractor must be delivered free from any security interest, lien, or encumbrance of which the Local Unit of Government, at the time of contracting, has no knowledge. Deliverable(s) provided by the Contractor must be delivered free of any rightful claim of infringement by any third person.

#### **2.13.5 Equipment Warranty**

(a) The Contractor represents and warrants that the equipment/system(s) are in good operating condition and perform to the requirements contained in this Contract at the time of Final Acceptance, and for a period of one year following Final Acceptance.

(b) To the extent the Contractor is responsible for maintaining equipment/system(s), the 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.

(c) The Contractor must provide a toll-free telephone number for the Local Units of Government to report equipment failures and problems.

(d) Within fifteen Days of notification, 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.

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

(f) The Contractor is the sole point of contact for warranty service.

#### **2.13.6 New Deliverable(s)**

The Contractor must provide new Deliverable(s) where the Contractor knows or has the ability to select between new or like-new Unless specified in Article 1, Statement of Work, equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable only where the Contractor does not have knowledge or the ability to select one or the other.

#### **2.13.7 Prohibited Products**

Shipping of salvage, distressed, outdated, or discontinued goods to any Local Unit of Government will be considered a material default by the Contractor. The brand and product number offered for all items will remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order under Section 2.3.4, Contract Changes.

#### **2.13.8 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in Section 2.13, Warranties, the breach may be considered a material default.

### **2.14 Insurance**

#### **2.14.1 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The following apply to all insurance requirements:

(i) The State, in their sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(ii) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(iii) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days notice, pay the premium or procure similar insurance coverage from

another company or companies. The Local Unit of Government may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(b) The Contractor must:

(i) provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that are alleged or may arise or result from the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(ii) waive all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(iii) ensure that all insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(iv) obtain insurance, unless the State approves otherwise, from any insurer that has an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.

(v) maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(vi) pay all deductibles.

(vii) pay for and provide the type and amount of insurance checked ☒ below:

☒ **(A) Commercial General Liability Insurance**

Minimal Limits:

\$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; and

\$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State, 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.

☐ **(B) Umbrella or Excess Liability Insurance**

Minimal Limits:

\$10,000,000 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (A), General Commercial Liability. The Contractor must list the State, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

☒ **(C) Motor Vehicle Insurance**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

☐ **(D) Hired and Non-Owned Motor Vehicle Coverage**

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

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

☒ **(E) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

☒ **(F) Employers Liability Insurance**

Minimal Limits:

\$100,000 Each Accident;  
\$100,000 Each Employee by Disease  
\$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the Local Unit of Government, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

**2.14.2 Subcontractor Insurance Coverage-Deleted-Not Applicable**

**2.14.3 Certificates of Insurance and Other Requirements**

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. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "accord" form or equivalent and MUST CONTAIN THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER. Each certificate must be prepared and submitted by the insurer and must contain a provision indicating that the coverage afforded will not be cancelled, materially changed, or not renewed without 30 days prior notice, except for 10 days for nonpayment of premium, to the Chief Procurement Officer of DTMB-Procurement. The notice to the Chief Procurement Officer of DTMB-Procurement must include the applicable Contract or Purchase Order number.

## **2.15 Indemnification**

### **2.15.1 General Indemnification**

The Contractor must indemnify, defend, and hold the State and Local Units of Government harmless 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, any of its subcontractors, or by anyone else for whose acts any of them may be liable.

### **2.15.2 Code Indemnification [Deleted, Not Applicable]**

### **2.15.3 Employee Indemnification**

In any claims against the State, its departments, agencies, commissions, officers, employees, and agents, or Local Units of Government by any employee of the Contractor or any of its subcontractors, the indemnification obligation will 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.

### **2.15.4 Patent/Copyright Infringement Indemnification**

(a) The Contractor must indemnify and hold the State and Local Units of Government harmless 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) resulting from any action threatened or brought against the State and Local Units of Government to the extent that the action is based on a claim that any piece of equipment, software, commodity, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, infringes any United States patent, copyright, trademark or trade secret of any person or entity.

(b) If, in the State's, Local Unit of Government's or the Contractor's opinion, any piece of equipment, or service supplied by the Contractor or its subcontractors, or its operation, use, or reproduction, is likely to become the subject of an infringement claim, the Contractor must, at its expense: (i) procure for the State or Local Unit of Government the right to continue using the equipment, commodity or service or, if this option is not reasonably available to the Contractor; (ii) replace or modify to the State's or Local Unit of Government's satisfaction the same with equipment, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if this option is not reasonably available to Contractor; (iii) accept its return by the State or Local Unit of Government with appropriate credits to the State or Local Unit of Government against the Contractor's charges and reimburse the State or Local Unit of Government for any losses or costs incurred as a consequence of the State or Local Units of Government ceasing its use and returning it.

(c) Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State or Local Unit of Government for, or to pay any costs, damages or attorneys' fees related to, any infringement claim based upon: (i) equipment, commodity or service developed based on written specifications of the State or Local Unit of Government; (ii) use of the equipment, or commodity in a configuration other than implemented or approved by the Contractor, including any modification of the same by the State or Local Unit of Government; or (iii) the combination, operation, or use of the equipment, software, or commodity with equipment, software, or commodities not supplied by the Contractor under this Contract.

### **2.15.5 Continuing Obligation**

The Contractor's duty to indemnify under Section 2.15, Indemnification, 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.

### **2.15.6 Indemnification Procedures**

These procedures apply to all indemnity obligations:

(a) After the State or Local Unit of Government receives notice of an action or proceeding involving a claim for which it will seek indemnification, the State or Local Unit of Government must promptly notify the Contractor of the claim and take, or assist the Contractor in taking, any reasonable action to avoid a default



judgment against the Contractor. Failure to notify the Contractor does not relieve the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the notification failure. Within 10 days following receipt of notice from the State or Local Unit of Government relating to any claim, the Contractor must notify the State or Local Unit of Government whether the Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying the Contractor of a claim and before the State or Local Unit of Government receives the Contractor's Notice of Election, the State or Local Unit of Government is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs, including attorney fees, incurred by the State or Local Unit of Government in defending against the claim during that period.

(b) If the Contractor delivers a Notice of Election relating to any claim: (i) the State or Local Unit of Government is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in handling the claim and to monitor and advise the State or Local Unit of Government about the status and progress of the defense; (ii) the Contractor must, at the request of the State or Local Unit of Government, demonstrate the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State or Local Unit of Government about the status and progress of the defense and must obtain prior approval of the State or Local Unit of Government 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. The State or Local Unit of Government may retain control of the defense and settlement of a claim by notifying the Contractor within 10 days after the State's or Local Unit of Government's receipt of the Contractor's information requested by the State or Local Unit of Government under clause (ii) of this paragraph, if the State or Local Unit of Government determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State or Local Unit of Government 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 Local Unit of Government, 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 the Contractor does not deliver a Notice of Election relating to any claim of which it is notified, the State or Local Unit of Government may defend the claim in a manner it deems appropriate, at the cost and expense of the Contractor. If it is determined that the claim was one against which the Contractor was required to indemnify the State or Local Unit of Government, upon request of the State or Local Unit of Government, the Contractor must promptly reimburse the State or Local Unit of Government for all reasonable costs and expenses.

#### **2.15.7 Limitation of Liability**

Neither the Contractor nor the State or Local Units of Government are 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 attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

#### **2.16 Termination by the State**

##### **2.16.1 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, the State will provide the Contractor notice of the breach and a period of at least 30 days to cure the breach. The State does not need to provide notice or an opportunity to cure for successive or repeated breaches or if the State determines, in its sole discretion, that a 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.

### **2.16.2 Termination for Cause**

(a) The State may fully or partially terminate this Contract for cause by notifying the Contractor if the Contractor: (i) breaches any of its material duties or obligations (including a Chronic Failure to meet any SLA); or (ii) fails to cure a breach within the time period specified in a notice of breach provided by the State.

(b) The Contractor must pay all reasonable costs incurred by the State or in terminating this Contract for cause, including administrative costs, attorneys' fees and court costs, and any additional costs the State incurs to procure the Deliverable(s) 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 Deliverable(s).

(c) If the State partially terminates this Contract for cause, any charges payable to the Contractor will be equitably adjusted to reflect those Deliverable(s) that are terminated. The State or Local Unit of Government must pay for all Deliverable(s) for which Final Acceptance has been granted before the termination date. Any services or 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 and it is determined, for any reason, that the Contractor was not in breach of the Contract, the termination will be deemed to have been a termination under Section 2.16.3, Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in that Section.

### **2.16.3 Termination for Convenience**

The State may fully or partially terminate this Contract for its convenience if the State determines that a termination is in the State's best interest. Reasons for the termination are within the sole discretion of the State and may include: (a) the State no longer needs the Deliverable(s) specified in this Contract; (b) a relocation of office, program changes, or changes in laws, rules, or regulations make the Deliverable(s) no longer practical or feasible for the State; (c) unacceptable prices for Contract changes; or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any ITB issued by the State. The State may terminate this Contract for its convenience by giving Contractor notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, any charges payable to the Contractor must be equitably adjusted to reflect those Deliverable(s) that are terminated.

### **2.16.4 Termination for Non-Appropriation- Deleted- Not Applicable**

### **2.16.5 Termination for Criminal Conviction**

The State may terminate this Contract immediately and without further liability or penalty if 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 related to a State, public, or private Contract or subcontract.

### **2.16.6 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 all work-in-progress performed through the effective date of the termination. The Contract may be fully or partially terminated and will be effective as of the date stated in the notice.

### **2.16.7 Rights and Obligations upon Termination**

- (a) If the State terminates this Contract for any reason, the Contractor must:
- (i) stop all work as specified in the notice of termination;
  - (ii) take any action that may be necessary, or that the State may direct, to preserve and protect Deliverable(s) or other State property in the Contractor's possession;
  - (iii) return all materials and property provided directly or indirectly to the Contractor by any entity, agent, or employee of the State;
  - (iv) transfer title in and deliver to the State, unless otherwise directed, all Deliverable(s) intended to be transferred to the State at the termination of the Contract (which will be provided to the State on an "As-Is" basis except to the extent the State compensated the Contractor for warranty services related to the materials);

- (v) to the maximum practical extent, take any action to mitigate and limit potential damages, including terminating or limiting subcontracts and outstanding orders for materials and supplies; and
- (vi) take all appropriate action to secure and maintain State information confidentially in accordance with Section 2.11, Confidentiality.

(b) If the State terminates this Contract under Section 2.16.3, Termination for Convenience, the State must pay the Contractor all charges due for Deliverable(s) provided before the date of termination and, if applicable, as a separate item of payment, for work-in-progress, based on a percentage of completion determined by the State. All completed or partially completed Deliverable(s) prepared by the Contractor, at the option of the State, become the State's property, and the Contractor is entitled to receive equitable compensation for those Deliverable(s). Regardless of the basis for the termination, the State is not obligated to pay or otherwise compensate the Contractor for any lost expected future profits, costs, or expenses incurred with respect to Deliverable(s) not actually completed.

(c) If the State terminates this Contract for any reason, the State may assume, at its option, any subcontracts and agreements for Deliverable(s), and may pursue completion of the Deliverable(s) by replacement contract or as the State deems expedient.

#### **2.16.8 Reservation of Rights**

In the event of any full or partial termination of this Contract, each party reserves all rights or remedies otherwise available to the party.

#### **2.16.9 Contractor Transition Responsibilities**

If this Contract terminates under Section 2.16, Termination by the State, the Contractor must make reasonable efforts to transition the performance of the work, including all applicable equipment, services, software, and leases, to the State or a third party designated by the State within a reasonable period of time that does not exceed 30 days from the date of termination. The Contractor must provide any required reports and documentation.

#### **2.16.10 Transition Payments**

If the transition responsibilities outlined in Section 2.16.9, Contractor Transition Responsibilities, arise based on a termination of this Contract, reimbursement will be governed by the provisions of Section 2.16, Termination by the State. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e., costs incurred after the expiration within the time period in Section 2.16.9 that result from transition operations) at the Contract rates. The Contractor must prepare an accurate accounting from which the State and the Contractor may reconcile all outstanding accounts.

### **2.17 Termination by the Contractor**

#### **2.17.1 Termination**

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 notice of the breach and a time period (not less than 30 days) to cure the breach.

### **2.18 Stop Work**

#### **2.18.1 Stop Work Order-Deleted-Not Applicable**

#### **2.18.2 Termination of Stop Work Order-Deleted-Not Applicable**

#### **2.18.3 Allowance of the Contractor's Costs-Deleted-Not Applicable**

### **2.19 Reserved**

### **2.20 Dispute Resolution**

### **2.20.1 General**

- (a) The Contractor must submit any claim related to this Contract to the Local Unit of Government under Section 2.3.6, Notices, together with all supporting documentation for the claim.
- (b) The representatives of the Contractor and the Local Unit of Government must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information related to the claim.
- (c) During the course of negotiations, each party will honor all reasonable requests made by the other for non-privileged information reasonably related to the claim.

### **2.20.2 Informal Dispute Resolution**

- (a) If, after a reasonable time following submission of a claim under Section 2.20.1, General, the parties are unable to resolve the claim, the parties must meet with the Director of DTMB-Procurement, or his or her designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings.
- (b) Within 60 calendar days of the meeting with the Director of DTMB-Procurement, or such other time as agreed to by the parties, the Director of DTMB-Procurement will issue a written recommendation regarding settlement of the claim. The Contractor must notify DTMB-Procurement within 21 days after the recommendation is issued whether the Contractor accepts or rejects the recommendation. Acceptance by the Contractor constitutes the final resolution of the claim addressed in the recommendation, and the Contractor may not assert that claim in any future litigation or other proceeding between the parties.
- (c) The recommendation of the Director of DTMB-Procurement is not admissible in any future litigation or other proceeding between the parties. The conduct and statements made during the course of negotiations or dispute resolution under Section 2.20, Dispute Resolution, are subject to Michigan Rule of Evidence 408 and are not admissible in any future litigation or other proceeding between the parties.
- (d) This section will not be construed to prohibit either party from instituting formal proceedings to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.20.3, Injunctive Relief.
- (e) DTMB-Procurement will not mediate disputes between the Contractor and any other entity, except State agencies, concerning responsibility for performance of work.

### **2.20.3 Injunctive Relief**

A claim between the Local Unit of Government and the Contractor is not subject to the provisions of Section 2.20.2, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

### **2.20.4 Continued Performance**

Each party will continue performing its obligations under the Contract while a claim is being resolved, except to the extent the claim precludes performance and without limiting either party's right to terminate the Contract as provided in Section 2.16, Termination by the State or Section 2.17, Termination by the Contractor. A claim involving payment does not preclude performance.

## **2.21 Disclosure Responsibilities**

### **2.21.1 Disclosure of Litigation**

- (a) Within 30 days after receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") that arises during the term of this Contract, the Contractor must disclose the following to the Contract Administrator:
  - (i) A criminal Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors;
  - (ii) A parole or probation Proceeding;
  - (iii) A Proceeding involving the Contractor (or any Subcontractor) or any of its officers or directors under the Sarbanes-Oxley Act; and
  - (iv) A civil Proceeding to which the Contractor (or, if the Contractor is aware, any Subcontractor) is a party, and which involves (A) a claim that might reasonably be expected to adversely affect the viability or financial stability of the Contractor or any Subcontractor; or (B) a

claim or written allegation of fraud against the Contractor (or, if the Contractor is aware, any Subcontractor) by a governmental or public entity arising out of the Contractor's business dealings with governmental or public entities.

(b) Information provided to the State from the Contractor's publicly filed documents will satisfy the requirements of this Section.

(c) If any Proceeding that is disclosed to the State 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 the Contractor (or a Subcontractor) to continue to perform this Contract; or (ii) whether the Contractor (or a Subcontractor) is engaged in conduct that is similar in nature to the conduct alleged in the Proceeding and would constitute a breach of this Contract or a violation of federal or state law, regulations, or public policy, then the Contractor must provide the State all requested reasonable assurances that the Contractor and its Subcontractors will be able to continue to perform this Contract.

### **2.21.2 Other Disclosures**

The Contractor must notify DTMB-Procurement within 30 days of:

- (a) becoming aware that a change in the Contractor's ownership or officers has occurred or is certain to occur; or
- (b) any changes to company affiliations.

### **2.21.3 Call Center Disclosure-Deleted-Not Applicable**

## **2.22 Extended Purchasing**

### **2.22.1 MiDEAL Requirements**

(a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.

(b) The Contractor must submit quarterly reports of MiDEAL purchasing activities to DTMB-Procurement.

(c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

(d) The Contractor must submit invoices to and receive payment from MiDEAL Members on a direct and individual basis.

### **2.22.2 State Administrative Fee**

The Contractor must collect an administrative fee on all sales transacted under this Contract, and remit the fee within 30 days after the end of each quarter. The administrative fee equals two (2) percent of the total quarterly sales reported.

The Contractor must pay the administrative fee by check payable to the State of Michigan. The Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: the applicable Contract Number, the total quarterly sales by volume and dollar amount, and the quarter covered.

The Contractor must send 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

### **2.22.3 State Employee Purchase Requirements-Deleted-Not Applicable**

## **2.23 Laws**

### **2.23.1 Governing Law**

This Contract is 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 another jurisdiction to the extent not inconsistent with or preempted by federal law.

### **2.23.2 Compliance with Laws**

The Contractor must comply with all applicable federal, state, and local laws and ordinances in providing the Deliverable(s).

### **2.23.3 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue that it may have, such as lack of personal jurisdiction or *forum non conveniens*. The Contractor must appoint agents in the State of Michigan to receive service of process.

### **2.23.4 Nondiscrimination**

In the performance of the Contract, the 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, or physical or mental disability. The Contractor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliott-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.

### **2.23.5 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 MCL 423.322. 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 MCL 423.324, the State may void any Contract if, after 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.

### **2.23.6 Environmental Provision**

For the purposes of this section, "Hazardous Materials" include 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:

(a) The Contractor must use, handle, store, dispose of, process, transport, and transfer any Hazardous Material according to all federal, State, and local laws. The State must immediately advise the Contractor of the presence of any known Hazardous Material at the work site. If the Contractor encounters material reasonably believed to be Hazardous Material that may present a substantial danger, the Contractor must: (i) immediately stop all affected work; (ii) notify the State in accordance with Section 2.3.6, Notices; (iii) notify any entities required by law; and (iv) take appropriate health and safety precautions.

(b) The State may issue a Stop Work Order if the material is a Hazardous Material that may present a substantial danger and the Hazardous Material was not brought to the site by the Contractor, or does not wholly or partially result 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 may remove the Hazardous Material, render it harmless, or terminate the affected work for the State's convenience.

(c) If the Hazardous Material was brought to the site by the Contractor, or wholly or partially results 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.

### **2.23.7 Freedom of Information**

This Contract and all information submitted to the State by the Contractor is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, *et seq.*

### **2.23.8 Workplace Safety and Discriminatory Harassment [Deleted, Not Applicable]**

### **2.23.9 Prevailing Wage [Deleted, Not Applicable]**

### **2.23.10 Abusive Labor Practices**

The Contractor may not furnish any Deliverable(s) that were produced fully or partially by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service (1) 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 (2) performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

## **2.24 General Provisions**

### **2.24.1 Bankruptcy and Insolvency**

The State may, without prejudice to any other right or remedy, fully or partially terminate this Contract and, at its option, take possession of the work-in-progress and finish the work-in-progress by whatever method the State deems appropriate if:

- (a) the Contractor files for bankruptcy protection;
- (b) an involuntary petition is filed against the Contractor and not dismissed within 30 days;
- (c) the Contractor becomes insolvent or 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 provide the Deliverable(s) under this Contract.

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

### **2.24.2 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and this Contract or the project to which it relates will not be made without prior approval by the State, and only in accordance with the instructions from the State.

### **2.24.3 Contract Distribution**

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

### **2.24.4 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 Contract.

### **2.24.5 Website Incorporation**

The State is not bound by any content on the Contractor's website unless incorporated directly into this Contract.

### **2.24.6 Future Bidding Preclusion [Deleted, Not Applicable]**

**2.24.7 Antitrust Assignment**

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

**2.24.8 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as mandated by federal disaster response requirements, Contractor personnel dedicated to providing Deliverable(s) under this Contract will provide the State with priority.

**2.24.9 Legal Effect**

The State or Local Units of Government are not liable for costs incurred by the Contractor or for payment(s) under this Contract until the Contractor is authorized to perform under Section 1.2.4, Ordering.

**2.24.10 Entire Agreement**

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral, with respect to the subject matter. All attachments referenced in this Contract are incorporated in their entirety and form part of this Contract.

**2.24.11 Order of Precedence**

Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:

- (a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
- (b) The most recent Statement of Work related to this Contract;
- (c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
- (d) Any attachment or exhibit to the Contract documents;
- (e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
- (f) Bidder Responses contained in any of the ITB documents.

**2.24.12 Headings**

The captions and section headings used in this Contract are for convenience only and may not be used to interpret the scope and intent of this Contract.

**2.24.13 Form, Function and Utility – Deleted – Not Applicable**

**2.24.14 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract. If any provision of this Contract is held unenforceable, then the Contract will be modified to reflect the parties' original intent. All remaining provisions of the Contract remain in full force and effect.

**2.24.15 Approval**

Unless otherwise provided in this Contract, approval(s) must be in writing and must not be unreasonably withheld or delayed.

**2.24.16 No Waiver of Default**

Failure by a party to insist upon strict adherence to any term of the Contract does not waive that party's right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.24.17 Survival**

The provisions of this Contract that impose continuing obligations, including warranties, indemnification, and confidentiality, will survive the expiration or termination of this Contract.



**2.24.18 PCI Data Security Standard**

- (a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.
- (b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.
- (c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- (d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

Attachment A - Pricing

3700

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
<b>Model</b>						
<b>3700</b> , 36HP Shibaura Diesel, Out-front mower, Suspension Seat.	928713		\$22,990	\$17,932.20	1650	1775

Accessories

<b>Decks (must have one)</b>						
<b>Deck 60" Side Discharge</b>	928721		\$4,099	\$3,197.22	500	575
<b>Deck 72" Side Discharge</b>	928739		\$4,409	\$3,439.02	550	625
<b>Deck 72" Rear Discharge</b>	928754		\$4,975		680	755

*Requires Heavy Duty Radiator Air Box Kit (114654)*

<b>Deck 84" Flex Deck</b>	930438		\$9,799	\$7,643.22	670	745
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*Requires Single Hydraulic Remote Aux. Kit (113935)*

<b>Catchers</b>						
<b>Catcher Bin</b>	929455		\$2,699	\$2,105.22		
<i>Collection System cannot be used in conjunction with the Jodale Perry Cab <b>OR</b> Femco Soft Cab</i>						
<b>60" Deck Blower Assembly</b>	929430		\$1,899	\$1,481.22		
<b>72" Deck Blower Assembly</b>	929448		\$1,909	\$1,489.02		
<i>Rear Weight Plates and mounting brackets are included with the Deck Blower Assembly (929430, 929448)</i>						

<b>Mulch Kits</b>						
<b>Kit, Mulch 60" XR-7 (without blades)</b>	108563		\$212	\$165.36		
order (3) 794214 blades, Mulch-Wavy * order (3) 794230 blades, Mulch-Gator *						
<b>Kit, Mulch 72" XR-7 (without blades)</b>	108565		\$212	\$165.36		
order (3) 798710 blades, Mulch-Wavy * order (3) 798728 blades, Mulch-Gator *						
<b>Kit, Mulch 84" Flex Deck</b>	114060		\$599	\$467.22		
<b>Kit, Containment 60" XR-7</b>	108560		\$85	\$66.30		
<b>Kit, Containment 72" XR-7</b>	108562		\$95	\$74.10		

\* See Service Parts Price List for Pricing Details

Description	Part Number				DRY TRACTOR	SHPG. WT.
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					WT.	W/CRATE
Misc. Accessories						
Kit, Anti-scalp Wheel	111056		\$129	\$100.62		
Kit, Beacon	111914		\$299	\$233.22		
Kit, Blade	929281		\$1,299	\$1,013.22		
Kit, Single Hydraulic Remote Aux.	113935		\$499	\$389.22		
Kit, 2nd Hydraulic Remote Aux.	113940		\$399	\$311.22		
Kit, Engine Block Heater	112359		\$79	\$61.62		
Kit, Flasher	111913		\$259	\$202.02		
Kit, Hydraulic Cylinder (for blade 929821) <i>Requires Single Hydraulic Remote Aux. Kit (113935)</i>	111803		\$329	\$256.62		
Kit, Lights	111912		\$189	\$147.42		
Kit, Heavy Duty Radiator Air Box	114654		\$749	\$584.22		
Kit, Seat Support Update (original)	109510		\$159	\$124.02		
Kit, Seat Support Update	115179		\$119	\$92.82		
Kit, Tire Chains (front)	111806		\$189	\$147.42		
Kit, Tire Chains (rear)	111808		\$159	\$124.02		
Weight, Suitcase Style, 50 lbs. each	602048		\$80	\$62.40		
Rear Weight Recommendations:						

DESCRIPTION	LBS.
60" Side Discharge Deck	126
72" Side Discharge Deck	168
72" Rear Discharge Deck	207
84" Flex Deck	200
Front Blade	100

M-B Broom	84
Snow Thrower (from Kaye Corp)	250
Hard Cab with heat (Jodale Perry - from Kaye Corp)	100 ***

\*\*\* This weight requirement is IN ADDITION to any other weight requirements for front attachments. Example: If a Hard Cab is installed with a Snow Blade, the total required counter-balance weight = 200 lbs.

NOTE: 60" Broom available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (Requires Single Hydraulic Aux. Kit 113935)

NOTE: Canopy for 3500 / 3700 available through [www.sunguarddealer.com](http://www.sunguarddealer.com)

NOTE: Hard Cab available through Kaye Corporation at [www.kayecorp.com](http://www.kayecorp.com)

NOTE: Snow Blower available through Kaye Corporation at [www.kayecorp.com](http://www.kayecorp.com)

NOTE: Soft Cab available through Femco, Inc. at 800.677.0898 OR e-mail: [femco@femcomfg.com](mailto:femco@femcomfg.com)



**Hustler Turf Equipment Price List  
NOVEMBER 1, 2011**



# Hustler ZEON

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
<b>Model</b>						
Hustler ZEON, All Electric, Battery Powered / 42"	929141		\$6,999	\$4,999.00	850	965

## Accessories

<b>Catchers</b>						
Kit, 2-Bag Catcher	929711		\$749	\$584.22		

<b>Mulch Kits</b>						
Kit, Mulch (blades included)	112844		\$99	\$77.22		

<b>Misc. Accessories</b>						
Kit, Light	110737		\$169	\$131.82		
Kit, ZEON Quick Charger	112400		\$599	\$467.22		
Kit, Steering Extension	333724		\$99	\$77.22		



# TrimStar Hydro WalkBehind

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
<b>Model</b>						
TrimStar Hydro, 16HP Kawasaki FS / 36"	930388		\$5,449	\$4,250.22	580	695
TrimStar Hydro, 18HP Kawasaki FS / 48"	930396		\$5,949	\$4,640.22	660	775
TrimStar Hydro, 20HP Kawasaki FS / 54"	930404		\$6,449	\$5,030.22	680	795
TrimStar Hydro, 24HP Kawasaki FS / 54" E.S.	930412		\$7,449	\$5,810.22	740	855

## Accessories

<b>Catchers</b>						
<b>Kit, Deck Mounted Catcher</b> *Must order (1) adapter kit below to complete 929299	929299		\$529	\$412.62		
<b>Kit, Adapter 36"</b>	111478		\$89	\$69.42		
<b>Kit, Adapter 48" / 54"</b>	111479		\$69	\$53.82		
<b>Mulch Kits</b>						
<b>Kit, 36", TrimStar Hydro Mulch, w/o Blades</b> order (1) 794206 blade order (1) 794214 blade	107654		\$109	\$85.02		
<b>Kit, 48", TrimStar Hydro Mulch, w/o Blades</b> order (3) 796623 blades	108223		\$139	\$108.42		
<b>Kit, 54", TrimStar Hydro Mulch, w/o Blades</b> order (3) 797704 blades	108197		\$139	\$108.42		



# FasTrak

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
Model						
FasTrak, 22HP Kawasaki FS / 48"	930107		\$6,599	\$5,147.22	835	950
FasTrak, 24HP Kawasaki FS / 54"	930115		\$6,849	\$5,342.22	855	970
FasTrak, 26HP Kawasaki FS / 60"	930784		\$7,099	\$5,537.22	855	970

## Accessories

Catchers						
Catcher, 2-Bag 48" / 54" / 60" *Must order (1) adapter kit below to complete 929844	929844		\$1,299	\$1,013.22		
Kit, 2-Bag Catcher Adapter 48"	112886		\$229	\$178.62		
Kit, 2-Bag Catcher Adapter 54"	112887		\$229	\$178.62		
Kit, 2-Bag Catcher Adapter 60"	112888		\$229	\$178.62		

Mulch Kits						
Kit, Mulch 48" (without blades) order (3) 796623 blades	108223		\$139	\$108.42		
Kit, Mulch 54" (without blades) order (3) 797704 blades	108197		\$139	\$108.42		
Kit, Mulch 60" (without blades) order (3) 794214 blades	109544		\$149	\$116.22		

Description	Part Number				DRY TRACTOR WT.	SHPG. WT. W/CRATE
Misc. Accessories						



Flex Fork (2 forks) 48" / 54" / 60"	600213		\$239	\$186.42		
Kit, Light 48" / 54" / 60"	108283		\$199	\$155.22		
Kit, Steering Lever Extension	333724		\$99	\$77.22		
Kit, Stripe 48" / 54" / 60"	109941		\$499	\$389.22		



Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
Model						
FasTrak Super Duty, 20HP Kawasaki FX / 36"	930818		\$6,499	\$5,069.22	680	795
FasTrak Super Duty, 20HP Kawasaki FX / 42"	930826		\$6,499	\$5,069.22	690	805
FasTrak Super Duty, 24HP Kawasaki FX / 48"	930123		\$7,499	\$5,849.22	835	950
FasTrak Super Duty, GXV630 Honda / 48"	930131		\$7,499	\$5,849.22	835	950
FasTrak Super Duty, 26HP Kawasaki FX / 54"	930149		\$7,799	\$6,083.22	850	965
FasTrak Super Duty, GXV630 Honda / 54"	930156		\$7,799	\$6,083.22	855	970
FasTrak Super Duty, 26HP Kawasaki FX / 60"	930164		\$7,999	\$6,239.22	865	980
FasTrak Super Duty, GXV630 Honda / 60"	930172		\$7,999	\$6,239.22	870	985

Accessories

Catchers						
Catcher, 2-Bag 48" / 54" / 60"	929844		\$1,299	\$1,013.22		
*Must order (1) adapter kit below to complete 929844						
Kit, 2-Bag Catcher Adapter 48"	112886		\$229	\$178.62		
Kit, 2-Bag Catcher Adapter 54"	112887		\$229	\$178.62		
Kit, 2-Bag Catcher Adapter 60"	112888		\$229	\$178.62		

Mulch Kits						
Kit, Mulch 36" / 42" (without blades)	107654		\$109	\$85.02		
36" order (1) 794206 & (1) 794214 blade						
42" order (2) 794214 blades						
Kit, Mulch 48" (without blades)	108223		\$139	\$108.42		
order (3) 796623 blades						
Kit, Mulch 54" (without blades)	108197		\$139	\$108.42		
order (3) 797704 blades						
Kit, Mulch 60" (without blades)	109544		\$149	\$116.22		
order (3) 794214 blades						

Description	Part Number				DRY TRACTOR WT.	SHPG. WT. W/CRATE
Misc. Accessories						

Flex Fork (2 forks)	600213		\$239	\$186.42		
Kit, Light 48" / 54" / 60"	108283		\$199	\$155.22		
Kit, Steering Lever Extension	333724		\$99	\$77.22		
Kit, Stripe 48" / 54" / 60"	109941		\$499	\$389.22		



# Hustler X-ONE

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
<b>Model</b>						
Hustler X-ONE, 24HP Kawasaki FX / 48" SD, DLX seat.	930503		\$9,749	\$7,604.22	1170	1285
Hustler X-ONE, Honda GXV 690 / 48" SD, DLX seat.	930883		\$10,349	\$8,072.22		
Hustler X-ONE, Honda GXV 690 / 54" SD, DLX seat.	930891		\$10,699	\$8,345.22		
Hustler X-ONE, 26HP Kawasaki FX / 54" SD, DLX seat.	930529		\$10,049	\$7,838.22	1200	1315
Hustler X-ONE, 27HP Kohler Command / 54" SD, DLX seat.	930586		NLA	NLA	1190	1305
Hustler X-ONE, 31HP Kawasaki FX / 54" SD, DLX seat.	930511		\$10,649	\$8,306.22	1225	1340
Hustler X-ONE, Honda GXV 690 / 60" SD, DLX seat.	931006		\$10,799	\$8,423.22		
Hustler X-ONE, 26HP Kawasaki FX / 60" SD, DLX seat.	930537		\$10,149	\$7,916.22	1220	1335
Hustler X-ONE, 31HP Kawasaki FX / 60" SD, DLX seat.	930545		\$10,749	\$8,384.22	1255	1370
Hustler X-ONE, 27HP Kohler Command / 60" SD, DLX seat.	930594		NLA	NLA	1210	1325
Hustler X-ONE, 29HP Kohler EFI / 60" SD, DLX seat.	931055		\$10,949	\$8,540.22	1220	1335
Hustler X-ONE, 24HP Kawasaki FX / 54" RD, DLX seat.	930552		\$10,349	\$8,072.22	1195	1310
Hustler X-ONE, 26HP Kawasaki FX / 60" RD, DLX seat.	930560		\$10,549	\$8,228.22	1230	1345

## Accessories

<b>Catchers</b>						
Catcher, 3-Bag Must order (1) adapter kit below to complete	930446		\$2,799	\$2,183.22		
Kit, Adapter 48"	113900		\$499	\$389.22		
Kit, Adapter 54"	113901		\$499	\$389.22		
Kit, Adapter 60"	113902		\$549	\$428.22		

Mulch Kits						
Kit, Mulch 48" (includes wavy mulch blades)	113720		\$279	\$217.62		
Kit, Mulch 54" (includes wavy mulch blades)	113721		\$279	\$217.62		
Kit, Mulch 60" (includes wavy mulch blades)	113722		\$289	\$225.42		
Misc. Accessories						
Flex Forks (2 forks)	603162		\$249	\$194.22		
Kit, Hitch	114324		\$79	\$61.62		
Kit, Light	110153		\$199	\$155.22		
Kit, Sand 48" Deck	113906		\$199	\$155.22		
Kit, Sand 54" Deck	113907		\$209	\$163.02		
Kit, Sand 60" Deck	113679		\$229	\$178.62		
Kit, Steering Lever Extension	353961		\$31	\$24.18		
Kit, Stripe	113899		\$419	\$326.82		
Kit, Suspension for Seat	600197		\$269	\$209.82		
Rear Anti-Scalp (Dual) 60" Deck	113911		\$79	\$61.62		
Rear Anti-Scalp (Single) 48", 54", 60" Deck	113910		\$39	\$30.42		
Semi-Pneumatic Tire - tire / wheel assembly 13 x 6.5 x 6	789537		\$159	\$124.02		



Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
<b>Model</b>						
<b>Super Z</b> , 31HP Kawasaki FX / 60", Super Deluxe Seat.	929927		\$12,899	\$10,061.22	1460	1665
<b>Super Z</b> , 31HP Kawasaki FX / 60", Suspension Seat.	930875		\$13,199	\$10,295.22	1455	1660
<b>Super Z</b> , 37HP Kawasaki FX / 60", Suspension Seat.	929935		\$13,899	\$10,841.22	1470	1675
<b>Super Z</b> , 37HP Kawasaki FX / 66", Suspension Seat.	929943		\$14,099	\$10,997.22	1505	1710
<b>Super Z</b> , 31HP Kawasaki FX / 72", Super Deluxe Seat.	931048		\$13,599	\$10,607.22	1520	1725
<b>Super Z</b> , 37HP Kawasaki FX / 72", Suspension Seat.	929950		\$14,299	\$11,153.22	1540	1745
<b>Super Z</b> , 31HP Kawasaki FX / 60" RD, Suspension Seat.	930024		\$13,899	\$10,841.22	1495	1700
<b>Super Z</b> , 31HP Kawasaki FX / 72" RD, Suspension Seat.	930065		\$14,199	\$11,075.22	1495	1700
<b>Super Z</b> , 37HP Kawasaki FX / 72" RD, Suspension Seat.	931725		\$14,899	\$11,621.22	1525	1730

Accessories

<b>Catchers</b>						
<b>Catcher, 3-Bag</b> *Must order (1) adapter kit below to complete	930453		\$2,799	\$2,183.22		
<b>Kit, Catcher Adapter 60"</b>	113903		\$549	\$428.22		
<b>Kit, Catcher Adapter 66"</b>	113904		\$579	\$451.62		
<b>Kit, Catcher Adapter 72"</b>	113905		\$599	\$467.22		

<b>Mulch Kits</b>						
<b>Kit, Mulch 60" (includes wavy mulch blades)</b>	113722		\$289	\$225.42		
<b>Kit, Mulch 66" (includes wavy mulch blades)</b>	113723		\$299	\$233.22		
<b>Kit, Mulch 72" (includes wavy mulch blades)</b>	113724		\$309	\$241.02		

<b>Description</b>	<b>Part Number</b>				<b>DRY TRACTOR WT.</b>	<b>SHPG. WT. W/CRATE</b>
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<b>Misc. Accessories</b>						
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Flex Fork (2 forks)	603167		\$249	\$194.22		
Kit, Hitch	114324		\$79	\$61.62		
Kit, Hydraulic Deck	113932		\$999	\$779.22		
Kit, Light	110153		\$199	\$155.22		
Kit, Sand 60" Deck	113679		\$229	\$178.62		
Kit, Sand 66" Deck	113908		\$239	\$186.42		
Kit, Sand 72" Deck	113909		\$249	\$194.22		
Kit, Steering Lever Extension	353961		\$31	\$24.18		
Kit, Stripe	113899		\$419	\$326.82		
Rear Anti-Scalp (Dual) 60", 66" Deck	113911		\$79	\$61.62		
Rear Anti-Scalp (Single) 60", 66", 72" Deck	113910		\$39	\$30.42		
Rear Anti-Scalp (Dual) 72" Deck	113937		\$89	\$69.42		



# Hustler Z Diesel

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
Model						
Hustler Z Diesel, 25HP Shibaura / 54", Suspension Seat.	931113		\$16,429	\$12,814.62		
Hustler Z Diesel, 25HP Shibaura / 60", Suspension Seat.	931121		\$16,599	\$12,947.22		
Hustler Z Diesel, 25HP Shibaura / 60" Rear Discharge, SUSP Seat.	931139		\$17,199	\$13,415.22		
Hustler Z Diesel, 25HP Shibaura / 72", Suspension Seat.	931154		\$16,899	\$13,181.22		
Hustler Z Diesel, 25HP Shibaura / 72" Rear Discharge, SUSP Seat.	931162		\$17,499	\$13,649.22		





# 3700

Description	Part Number	Item Number	MSRP	State Price	DRY TRACTOR WT.	SHPG. WT. W/CRATE
Model						
3700, 36HP Shibaura Diesel, Out-front mower, Suspension Seat.	928713		\$22,990	\$17,932.20	1650	1775
Accessories						
Decks (must have one)						
Deck 60" Side Discharge	928721		\$4,099	\$3,197.22	500	575
Deck 72" Side Discharge	928739		\$4,409	\$3,439.02	550	625
Deck 72" Rear Discharge	928754		\$4,975		680	755
Requires Heavy Duty Radiator Air Box Kit (114654)						
Deck 84" Flex Deck	930438		\$9,799	\$7,643.22	670	745
Requires Single Hydraulic Remote Aux. Kit (113935)						
Catchers						
Catcher Bin	929455		\$2,699	\$2,105.22		
Collection System cannot be used in conjunction with the Jodale Perry Cab <b>OR</b> Femco Soft Cab						
60" Deck Blower Assembly	929430		\$1,899	\$1,481.22		
72" Deck Blower Assembly	929448		\$1,909	\$1,489.02		
Rear Weight Plates and mounting brackets are included with the Deck Blower Assembly (929430, 929448)						
Mulch Kits						

<b>Kit, Mulch 60" XR-7 (without blades)</b> order (3) 794214 blades, Mulch-Wavy * order (3) 794230 blades, Mulch-Gator *	108563		\$212	\$165.36		
<b>Kit, Mulch 72" XR-7 (without blades)</b> order (3) 798710 blades, Mulch-Wavy * order (3) 798728 blades, Mulch-Gator *	108565		\$212	\$165.36		
<b>Kit, Mulch 84" Flex Deck</b>	114060		\$599	\$467.22		
<b>Kit, Containment 60" XR-7</b>	108560		\$85	\$66.30		
<b>Kit, Containment 72" XR-7</b>	108562		\$95	\$74.10		

\* See Service Parts Price List for Pricing Details

Description	Part Number				DRY TRACTOR WT.	SHPG. WT. W/CRATE
<b>Misc. Accessories</b>						
<b>Kit, Anti-scalp Wheel</b>	111056		\$129	\$100.62		
<b>Kit, Beacon</b>	111914		\$299	\$233.22		
<b>Kit, Blade</b>	929281		\$1,299	\$1,013.22		
<b>Kit, Single Hydraulic Remote Aux.</b>	113935		\$499	\$389.22		
<b>Kit, 2nd Hydraulic Remote Aux.</b>	113940		\$399	\$311.22		
<b>Kit, Engine Block Heater</b>	112359		\$79	\$61.62		
<b>Kit, Flasher</b>	111913		\$259	\$202.02		
<b>Kit, Hydraulic Cylinder (for blade 929821)</b> <i>Requires Single Hydraulic Remote Aux. Kit (113935)</i>	111803		\$329	\$256.62		
<b>Kit, Lights</b>	111912		\$189	\$147.42		
<b>Kit, Heavy Duty Radiator Air Box</b>	114654		\$749	\$584.22		
<b>Kit, Seat Support Update (original)</b>	109510		\$159	\$124.02		

Kit, Seat Support Update	115179		\$119	\$92.82		
Kit, Tire Chains (front)	111806		\$189	\$147.42		
Kit, Tire Chains (rear)	111808		\$159	\$124.02		
Weight, Suitcase Style, 50 lbs. each	602048		\$80	\$62.40		

Rear Weight Recommendations:						
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DESCRIPTION	LBS.
60" Side Discharge Deck	126
72" Side Discharge Deck	168
72" Rear Discharge Deck	207
84" Flex Deck	200
Front Blade	100
M-B Broom	84
Snow Thrower (from Kaye Corp)	250
Hard Cab with heat (Jodale Perry - from Kaye Corp)	100 ***

\*\*\* This weight requirement is IN ADDITION to any other weight requirements for front attachments. Example: If a Hard Cab is installed with a Snow Blade, the total required counter-balance weight = 200 lbs.

NOTE: 60" Broom available through M-B Companies, Inc. at [www.m-bco.com](http://www.m-bco.com) (Requires Single Hydraulic Aux. Kit 113935)

NOTE: Canopy for 3500 / 3700 available through [www.sunguarddealer.com](http://www.sunguarddealer.com)

NOTE: Hard Cab available through Kaye Corporation at [www.kayecorp.com](http://www.kayecorp.com)

NOTE: Snow Blower available through Kaye Corporation at [www.kayecorp.com](http://www.kayecorp.com)

NOTE: Soft Cab available through Femco, Inc. at 800.677.0898 OR e-mail: [femco@femcomfg.com](mailto:femco@femcomfg.com)