



**STATE OF MICHIGAN PROCUREMENT**  
 Department Technology, Management and Budget  
 Central Procurement Services  
 320 S Walnut Street Lansing, MI 48933  
 P.O. Box 30026, Lansing, MI 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**  
 to  
 Contract Number **MA24000000161**

<b>CURRENT CONTRACTOR</b>	DEERE & COMPANY	<b>NEW CONTRACTOR</b>	DEERE & COMPANY
	2000 John Deere Run		2000 John Deere Run
	Cary NC 27513		Cary NC 27513
	Andrew Roman		Jennifer M Smith
	800-358-5010		800-358-5010 opt. 2
	GovContractSupport@JohnDeere.com		GovContractSupport@JohnDeere.com
CV0017046	CV0017046		

STATE CONTACTS			
<b>Program Manager</b>	Erin Reincke	MDOT	<b>Contract Administrator</b>
	5178551986		
	ReinckeE@michigan.gov		
	Melissa Beck	DTMB	
	(517) 897-1502		
	beckm3@michigan.gov		

CONTRACT SUMMARY			
Purchase for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
45 Days			
<b>ALTERNATE PAYMENT OPTIONS</b>		<b>EXTENDED PURCHASING</b>	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>MINIMUM DELIVERY REQUIREMENTS</b>			
F.O.B. Destination			
DESCRIPTION OF CHANGE NOTICE			
<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>REVISD EXP. DATE</b>
<input type="checkbox"/>		<input type="checkbox"/>	
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>	
\$10,000,000.00	\$0.00	\$10,000,000.00	

**DESCRIPTION**

Please note the Program Manager or Contract Administrator may have changed, and are reflected on this Change Notice.

Effective February 19, 2026, the following amendments are hereby incorporated into Schedule A and the current Schedule B - Pricing is deleted and replaced with the new attached Schedule B - Pricing.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

## **SCHEDULE A - STATEMENT OF WORK**

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**MA No. 240000000161**

Purchase for Agricultural, Grounds, Turf, Earth Moving and Roadside Maintenance Equipment.

**1) Scope is deleted and replaced with the below:**

This Contract allows for the purchase of the following categories:

Agricultural Maintenance Equipment, Grounds Maintenance Equipment, Turf Maintenance Equipment. Earth Moving Equipment, Roadside Maintenance Equipment, Truck upfitting and Seasonal Maintenance Equipment.

**2) Section 7.6 Technical Support, Repairs, and Maintenance is deleted and the remaining Sections are renumber.**

## SCHEDULE B - PRICING

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**MA No. 240000000161**

Purchase for Agricultural, Grounds, Turf, Earth Moving and Roadside Maintenance Equipment.

1. Quotes are required for all purchases. Quotes must include all cost, including but not limited to, any one-time or set-up charges, fees and potential costs that the Contractor may charge the State. When applicable, installation and familiarization must be included at no additional cost to the State.
2. The Contractor must provide a minimum discount of 3%. The Contractor may offer higher discounted rates or promotional pricing at any time.

Eligible Product Lines:

For **purchase**: Tractor Roadside, Tractor Lawn Mover 2 Wheel, 4-wheel, Utility Vehicle 6x4, 4-wheel drive, Mower.

The State reserves the right to order the Contractor's full line of business offerings.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933  
P.O. Box 30026, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **MA24000000161**

<b>CONTRACTOR</b>	DEERE & COMPANY
	2000 John Deere Run
	Cary NC 27513
	Andrew Roman
	800-358-5010
	GovContractSupport@JohnDeere.com
	CV0017046

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		5178551986	
	ReinckeE@michigan.gov		
	<b>Contract Administrator</b>	Melissa Beck	DTMB
517-897-1502			
beckm3@michigan.gov			

CONTRACT SUMMARY				
Purchase for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME		
45 Days				
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
F.O.B. Destination				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	0 Years	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		

**DESCRIPTION**

Effective August 1, 2025, the contract administrator is being updated to:

Melissa Beck

Beckm3@michigan.gov

517-897-1502

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

DTMB

320 S Walnut Street Lansing, MI 48933  
P.O. Box 30026, Lansing, MI 48909

## CONTRACT CHANGE NOTICE

Change Notice Number 2

to

Contract Number MA24000000161

<b>CONTRACTOR</b>	DEERE & COMPANY
	2000 John Deere Run
	Cary NC 27513
	Andrew Roman
	800-358-5010
	GovContractSupport@JohnDeere.com
	CV0017046

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		5178551986	
		ReinckeE@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
(517) 249-0455			
dufoury@michigan.gov			

### CONTRACT SUMMARY

Purchase for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2024	January 16, 2029	5 - 12 Months	January 16, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

### MINIMUM DELIVERY REQUIREMENTS

F.O.B. Destination

### DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		

### DESCRIPTION

Effective 6/27/25, pricing on this contract is hereby updated, per revised Schedule B - Pricing.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Schedule B – Pricing

Please follow this link for  
Schedule B – Pricing:

[240000000161---Schedule-B-Pricing.pdf \(michigan.gov\)](https://www.michigan.gov/240000000161---Schedule-B-Pricing.pdf)



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
320 S. Walnut Street 2nd Floor Lansing, MI 48933  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number 1  
to  
Contract Number MA24000000161

<b>CONTRACTOR</b>	DEERE & COMPANY
	2000 John Deere Run
	Cary NC 27513
	Andrew Roman
	800-358-5010
	GovContractSupport@JohnDeere.com
	CV0017046

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		5178551986	
		ReinckeE@michigan.gov	
	<b>Contract Administrator</b>	Yvon Dufour	DTMB
517 249 0455			
dufoury@michigan.gov			

CONTRACT SUMMARY				
Purchase for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
January 16, 2024	January 16, 2029	5 - 12 Months	January 16, 2029	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$10,000,000.00	\$0.00	\$10,000,000.00		
DESCRIPTION				
Effective 2/5/2025. pricing on this contract is hereby updated, per revised Schedule B - Pricing. All other terms, conditions, specifications and pricing remain the same. Per contractor request, and DTMB Procurement approval.				

Schedule B – Pricing

Please follow this link for  
Schedule B – Pricing:

[240000000161---Schedule-B-Pricing.pdf \(michigan.gov\)](#)



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 320 South Walnut, Lansing, Michigan 48933  
 P.O. Box 30026 Lansing, Michigan 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **240000000161**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Deere & Company
	2000 John Deere Run
	Cary NC 27513
	Andrew Roman
	(800) 358-5010, Ext. 2285
	GovContractSupport@JohnDeere.com
	CV0017046

<b>STATE</b>	Program Manager	Scott Poyer	MDOT
		(517) 284-6448	
	Poyers@michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufour@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION:</b> Purchase for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2024	January 16, 2029	5, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
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. Destination			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #230000002854. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 7.1 Authorizing Document.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$10,000,000.00</b>

**FOR THE CONTRACTOR:**

Deere & Company  
**Company Name**

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

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Steve Rigg – Category Manager, Commodities**  
**Name & Title**

**DTMB Procurement**  
**Agency**

\_\_\_\_\_  
**Date**

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Deere & Company (“**Contractor**”), a Delaware Corporation. This Contract is effective on January 16, 2024 (“**Effective Date**”), and unless terminated, expires on January 16, 2029 (the “**Term**”).

This Contract may be renewed for up to five (5) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities unless otherwise specified in a Statement of Work.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) assign to the State any claims 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
<b>See Contract Administrator information shown below.</b>	Andrew Roman – Contract Administrator 2000 John Deere Run Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 – Option 2

**3. Contract Administrator.** The Contract Administrator, or the individual duly authorized for each party, is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Yvon Dufour 300-320 South Walnut Street, Elliot Larsen Building, 2 <sup>nd</sup> Floor. Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Andrew Roman – Contract Administrator 2000 John Deere Run Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 – Option 2

**4. Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Scott Poyer Poyers@michigan.gov (517) 284-6448	Andrew Roman – Contract Administrator 2000 John Deere Run Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 – Option 2

**5. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

**6. Insurance Requirements.**  
 See Schedule C

**7. Administrative Fee and Reporting** Contractor must pay an administrative fee of **1%** on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

- 8. Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at [www.michigan.gov/mideal](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

- 9. Relationship of the Parties.** The relationship between the parties is that of independent contractors. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Neither party has authority to contract for nor bind the other party in any manner whatsoever.
- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
- 11. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions

contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 14. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.  
  
In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.
- 17. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"),

unless otherwise provided in a Statement of Work. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 24, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 18. Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.
- 21. Invoices and Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities provided as specified in a Statement of Work. Invoices must include an itemized statement of all

charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all fees are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events

causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

**23. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

**24. Termination for Cause.** (a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of any facility, data, or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (iii) engages in any conduct that may expose the State to liability; (iv) breaches any of its material duties or obligations under this Contract; or (v) fails to cure a breach within the time stated by the State in a notice of breach, if in its sole discretion the State has chosen to provide a time to cure. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

**25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities

immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **90** calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 30. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

- 32. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State (“**State Data**”); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. Reserved.**
- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At

the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**35. Reserved.**

**36. Reserved.**

**37. Reserved.**

**38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

**42. Reserved.**

**43. Reserved.**

**44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

**45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

**46. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

**47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

**48. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

**49. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is

unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State’s right to terminate the Contract.

- 50. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Attachment 1 to Schedule A	Dealer List
Schedules B1 to B3	Pricing
Schedule C	Insurance Requirements
Schedule D	Specifications
Schedule E	Prosperity Regional Map
Schedule F	Trailer Wiring Diagram

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF

ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 53. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

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# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

**Contract No. 240000000161**

**Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment**

**SCOPE**

This solicitation includes the following equipment categories for purchase:

1. Agricultural Maintenance
2. Grounds Maintenance
3. Turf Maintenance
4. Earth Moving
5. Roadside Maintenance
6. Equipment Rental
7. Truck upfitting & Seasonal Maintenance Equipment

**REQUIREMENTS**

**1.1 Product Specifications**

The Contractor must provide one or more of the following:

Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.

All equipment must be new.

Specifications are as follows:

1	<b>C03-2001CD-23 Dump Body</b>
2	<b>C03-2001LG-23 Lift Gate</b>
3	<b>C03-2001SP-23 Snow Plow</b>
4	<b>C03-2011CD-23 Dump Body TB FT</b>
5	<b>C03-20CU11-23 Utility Body</b>
6	<b>C03-3001CAP-23 Cap for Pickup</b>
7	<b>C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector</b>
8	<b>C05-1601-23 Backhoe</b>
9	<b>C36-0401-4T-23 Asphalt Heater-Hauler</b>
10	<b>C36-Asphalt Recycler-23</b>
11	<b>C38-0101 CTL-23 Skid Steer Track Loader</b>
12	<b>C38-0101-23 Skid Steer Loader</b>
13	<b>C38-0101AWS-23 Skid Steer Loader</b>
14	<b>C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity</b>
15	<b>C54-0001-23 Concrete Saw</b>
16	<b>C62-0101RB-23 Broom</b>
17	<b>C67-008T-23 Trailer</b>

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18	<b>C67-20T LP-23 Trailer</b>
19	<b>C70-0001-23 Welder-Generator</b>
20	<b>C60-2001-16 Sand-Salt Spreader</b>
21	<b>C62-0051-23 Street Sweeper</b>
22	<b>C05-0901-23 Tractor Road Side</b>
23	<b>C05-0902-23 Tractor Road Side</b>
24	<b>C05-1001-23 Tractor Lawn Mower 2 Wheel steer</b>
25	<b>C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck</b>
26	<b>C05-1003-23 Zero Turn 60-72 in deck</b>
27	<b>C06-1001-23 Utility Vehicle 6x4</b>
28	<b>C06-1002-23 Utility Vehicle 4 Wheel Drive</b>
29	<b>C-42-0026-23 Mower, 15 ft Road Side Mechaincial Drive Rotary</b>
30	<b>C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity</b>
31	<b>38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity</b>
32	<b>05-00051.23 Crawler Dozer (30hp &amp; up)</b>
33	<b>30-00LT23 Light Tower, Trailer Mounted Diesel Engine</b>
34	<b>38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity</b>
35	<b>C56-051.23 Sewer and Catch Basin Cleaner Unit</b>
36	<b>C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary</b>
37	<b>C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower</b>
38	<b>C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body</b>
39	<b>C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body</b>

**A. EQUIPMENT FOR PURCHASE**

**2.1 Warranties**

Describe any warranties included in this contract. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Specific equipment warranty terms vary by product but range from 12 to 48 months. The warranty period is a fixed period and meets the warranty requirements in this bid.

With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265. The warranties described in the attached Warrant Statements are

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provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in the US and authorized by John Deere to sell and/or service the type of Equipment involved (the "Authorized Dealer"). The Authorized Dealer will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the Authorized Dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

### **Process for reporting warranty issues:**

When a warranty issue arises the agency will contact the John Deere dealer that delivered the equipment. The dealer will then perform all warranty work.

### **Repairs or replacements:**

The authorized John Deere dealer will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. The dealer will use only new or remanufactured parts or components furnished or approved by John Deere. The dealer will complete equipment warranty repair or replacement work as soon as possible.

## **2.2 Recall Requirements and Procedures**

Describe any recall requirements and procedures.

Deere & Company will notify the John Deere dealer of any equipment recalls. The dealer will then contact any customer affected by the recall by utilizing the customers' warranty registration.

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### 2.3 Time Frames

Contractors shall provide information regarding standard and “quick-ship” delivery programs available for each type of equipment. Please provide the delivery time associated with each program and identify shipping program limitations.

All Contract Activities must be delivered within **30 to 365** calendar days from receipt of order. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract Terms. Supply chain issues may impact delivery timeframes.

### 2.4 Delivery

Delivery will be expected within **365** calendar days for special orders and out of stock items, and **30 to 120** calendar days for in-stock items, upon date of order. Delivery will be made to the requested location and shall be F.O.B. Delivered or charged on a mileage rate or a one-time charge by Region (see **Schedule E – Prosperity Regions**) per **Schedule B - Pricing**.

The State prefers Delivery terms that would provide unencumbered service with the most competitive rates. The Contractor must select between **A.** or **B.** below for their primary shipping method.

#### A. F.O.B. Dealership Items

Prices shall be quoted "F.O.B. Dealership" with transportation charges prepaid to the primary Contractor location on all orders for State of Michigan and Extended Purchasing Participants. Contractors must also quote a delivery cost per **Schedule B – Pricing**, to facilitate calculation of delivery cost to various locations within Michigan. The delivery cost per **Schedule B – Pricing**, will be added to the equipment price quoted to determine the “Total Price” for “F.O.B. Dealership” items. Mileage will be calculated based upon the “Official Michigan Department of Transportation Highway Map”. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration. The State reserves the right to make their own shipping arrangements.

**Freight Charges** - Should an Agency order items that are below the minimum order requirement of the Contract or should a Contractor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages.

If the Contractor fails to follow these shipping instructions, the State shall pay the shipping costs on the Contractor's invoice, minus the difference for the amount that was charged and the amount that would have been charged if the requested carrier had been used. The State reserves the right to arrange their own freight.

Contractor’s must provide freight deliveries during the following times: 8 am to 3 pm Eastern, Monday through Friday.

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### 2.5 Training

The Contractor must provide the following training:

A comprehensive orientation training shall be provided at delivery or at an alternate time requested by the State. The training shall include equipment operation, maintenance, and inspection practices.

Upon request, the Contractor shall provide up to 8 hours of mechanics and operators training to up to eight (8) employees. The training is to be held at each ship to address. The Contractor shall provide unit pricing for training in **Schedule B, Pricing**.

## B. GENERAL REQUIREMENTS

### 3.1 Incentives

Quantity Discounts - Deere & Company offers the following Multiple Unit Discount schedule:

**3-4 units - 1%**

**5-6 units - 2%**

**7-8 units - 3%**

**9 units or more - 4%**

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the multi-unit discount. The 3 or more self-propelled products must be in the same equipment categories and included on the same purchase order. Compatible implements sold with such products also qualify for the multi-unit discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount program.

Trade-in Programs – Trade-ins are allowed, and value is determined and agreed to by the agency and John Deere dealer.

### 5.2 Transition

**Post-Contract Transition:** Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

### 6.1 Technical Support and Repairs

When providing technical support, the Call Center must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 2 hours, on-site service must be scheduled. The on-site service must be performed within 36 hours of the time the issue was scheduled for service.

### 6.2 Reporting

The Contractor must submit to the Contract Administrator or their designee, the following written reports:

- a) *Regional purchase report*

### 6.3 Meetings

## Deere & Company

The Contractor must attend the following meetings:

- a) Kick-off meeting within 30 calendar days of the Effective Date.
- b) The State may request other meetings as it deems appropriate.

### **7 Staffing**

#### **7.1 Contractor Representative**

The Contractor must appoint Product Representative specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the “Contractor Representative”).

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

#### **7.2 Key Personnel**

The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Contractor’s Key Personnel must be available during the following times: 8 am to 5 pm Eastern, Monday through Friday, at a minimum.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

**Andrew Roman – Contract Administrator**

**Phone: 800-358-5010 – Option 2**

**Fax: 309-749-2313**

**Email: GovContractSupport@JohnDeere.com**

#### **7.3 Non-Key Personnel**

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

#### **7.4 Organizational Chart**

# John Deere Government Sales Org Chart



**Michael Gause**  
 MANAGER,  
 STRATEGIC  
 ACCOUNT  
 BUSINESS  
 (50402160)

5/42



**Auston Till**  
 HVC & PARTNER  
 SALES MANAGER  
 (50858707)



**Bradley Sponseller**  
 MANAGER B2B  
 P&PA SALES  
 (50364930)

8/8



**Ken Berg**  
 Manager SABD  
 Program  
 Development &  
 Services (50364935)

5/5



**Shawn Parker**  
 Manager B2B & B2G  
 Sales Operations  
 (50627639)

8/16








**Steve Drissel**  
 MANAGER B2G &  
 B2B COMMERCIAL  
 SALES (50390911)









8/8



**Myles Deacon**  
 Ag & Turf Strategic  
 Account Mgr -  
 Canada (50230373)

+1 Direct Manager

	<b>Andrew R Roman</b> (Cary NC Office) B2G Contract Administrator (50646201)
	<b>Ben Gaeth</b> Financial Analyst & B2B Contracts (50651269)
	<b>Sue Drum</b> Project Manager, Communication & Systems (50527871) +1 Matrix Manager
	<b>Tamara Hebert</b> B2G Contract Administrator (50646305)
	<b>Wanda Varnado</b> Project Manager, Federal Contracts & Systems (50615239)

	<b>Adrienne Larson</b> SR STRATEGIC ACCOUNT MANAGER (50699691)
	<b>Jerry McWilliams</b> SR STRATEGIC ACCOUNT MANAGER (50227193)
	<b>Laura Oelkers</b> SR STRATEGIC ACCOUNT MANAGER (50687682)
	<b>Matthew Cotten</b> SR STRATEGIC ACCOUNT MANAGER (50533710)
	<b>Richard Williford</b> SR STRATEGIC ACCOUNT MANAGER, FEDERAL (50186668)
	<b>Rob Quetschke</b> STRATEGIC ACCOUNT MANAGER (50867237)
	<b>Russell Boomer</b> SR STRATEGIC ACCOUNT MANAGER (50751551)
	<b>Stacy Engelmoor</b> SR STRATEGIC ACCOUNT MANAGER (50286175)

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### 7.5 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

**Andrew Roman – Contract Administrator**  
**Phone: 800-358-5010 – Option 2**  
**Fax: 309-749-2313**  
**Email: GovContractSupport@JohnDeere.com**  
**8 am to 5 pm EST Monday through Friday**

### 7.6 Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify availability for this proposal by hours and days of the week.

Technical support, repairs and maintenance is provided by our local John Deere dealers. Customers may contact their local dealer for technical support. **See Attachment 1 to Schedule A – Dealer List.**

### 7.7 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor. Of the total bid, the price of the subcontractor's work. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- A complete description of the Contract Activities that will be performed or provided by the subcontractor.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this

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requirement from the State. (Existing business relationships will not be an approved reason for this.)

**GDBE definition:** "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

**Additional information on GDBEs can be found here:**

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

Contractor must provide detailed information as requested in the above requirement(s).	
<b>The legal business name, address, telephone number of the subcontractor(s).</b>	
<b>A description of subcontractor's organization and the services it will provide and information concerning subcontractor's ability to provide the Contract Activities.</b>	
<b>The relationship of the subcontractor to the Contractor.</b>	
<b>Is the subcontractor a GDBE?</b>	Choose an item.
<b>Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.</b>	
<b>A complete description of the Contract Activities that will be performed or provided by the subcontractor.</b>	

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Contractor must provide detailed information as requested in the above requirement(s).	
<b>Of the total bid, the price of the subcontractor’s work.</b>	
Contractor must provide information based on the work performed by all subcontractors	
<b>Total percentage of work that will be performed by subcontractors:</b>	
<b>Total percentage of subcontracted work that will be performed by GDBE subcontractors:</b>	

**7.8 Security**

The Contractor will be subject the following security procedures:

- a) All Contractor’s dealers will be responsible for performing employee background checks. Contractor’s dealers are willing to comply with any State requirements.
- b) Contractor’s dealers wear dealer issued uniforms and drive service vehicles bearing the dealership logo.

The Contractor’s staff may be required to make deliveries to or enter State facilities. The State may require the Contractor’s personnel to wear State issued identification badges.

**8 Pricing**

**8.1 Price Term**

Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

**8.2 Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes

## Deere & Company

are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

### **9 Ordering**

#### **9.1 Authorizing Document**

The appropriate authorizing document for the Contract will be a purchase order or delivery order.

#### **9.2 Order Verification**

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

### **10 Acceptance**

#### **10.1 Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities:

- a) Equipment shall be delivered in new condition. Damaged equipment will not be accepted. The Contractor will repair or replace the damaged equipment at the Contractor's expense.
- b) The Contractor shall provide documentation upon delivery that provides itemized deliverables.
- c) Acceptance is not complete for partial deliveries until final deliverables are received.

#### **10.2 Final Acceptance**

- a) The Contractor shall deliver the equipment. The State, or their designee, shall inspect the equipment and approve acceptance of goods upon delivery.
- b) All set-up and/or training and orientation shall be completed.

### **11 Invoice and Payment**

#### **11.1 Invoice Requirements**

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

#### **11.2 Payment Methods**

The State will make payment for Contract Activities by EFT.

### **12 Liquidated Damages**

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000. and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to

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fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below.

- The State is entitled to collect \$500. per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$500. per individual per day for an unapproved or untrained key personnel replacement.

### **13 Additional Requirements**

#### **13.1 Environmental and Energy Efficiency Product Standards**

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

#### **13.2 Hazardous Chemical Identification**

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Material Safety Data Sheet listing any hazardous chemicals as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor must identify any hazardous chemicals that will be provided under any resulting contract.

#### **13.3 Mercury Content**

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

#### **13.4 Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

#### **13.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

### **14 Service-Level Agreements (SLAs)**

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- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	<p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.4 Delivery.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</li> <li>3. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> <li>4. Signed and dated packing slips will be provided to purchasing agency at the time of delivery.</li> <li>5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</li> <li>6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</li> </ol> <p>The acceptable standard is 100% compliance.</p>

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SLA Metric 1. Timely Deliveries	
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</li> <li>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

# Attachment 1 to Schedule A - Dealer List

## Authorized Dealers

Note: Deere & Company is the contractor and has independent authorized John Deere dealers listed below to receive purchase orders on behalf of Deere & Company. Dealers will assist the John Deere Michigan Dealer Listing Effective September 15, 2023

*John Deere dealers are not resellers. Dealers will only handle receipt of orders and will not accept payments*

Dealer Name	Address	City	Stat	Zip	Contact	Phone	Fax	Dealer Email
BEE'S SPORTS, FARM & AUTO	2137 S US 27	SAINT JOHNS	MI	48879	Gov't Sales	(989) 224-3201	(989) 224-9291	BEESSPORTSFUN@YAHOO.COM
DISTRIBUTING CORP OF	65809 GRATIOT AVENUE	LENOX	MI	48050	Gov't Sales	(586) 727-7502	(586) 727-7311	LMEYERS@AISEQUIP.COM
FOUR SEASONS YARD & SPORT	5426 ALPINE AVENUE NW	COMSTOCK	MI	49321	Gov't Sales	(616) 784-2471	(616) 784-6618	MWRMAN@FOURSEASNS.COM
GREENIA'S OUTDOOR POWER	3545 VAN DYKE ROAD	ALMONT	MI	48003	Gov't Sales	(810) 798-0010	(810) 798-0074	DGREENIA@GREENIA.COM
GREENMARK EQUIPMENT, LLC	2040 CHICAGO DRIVE	JENISON	MI	49428	Gov't Sales	(616) 669-2000	(616) 669-4399	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	13940 EAGLE RIDGE DRIVE	KENT CITY	MI	49330	Gov't Sales	(616) 675-7500	(616) 675-7504	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	1166 EAST CHICAGO ROAD	JONESVILLE	MI	49250	Gov't Sales	(517) 849-9966	(517) 849-2358	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	2900 N M 43 HWY	HASTINGS	MI	49058	Gov't Sales	(269) 945-9526	(269) 945-5958	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	11483 E LAKEWOOD	HOLLAND	MI	49424	Gov't Sales	(616) 396-8132	(616) 928-0248	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	4098 M40	HOLLAND	MI	49423	Gov't Sales	(269) 751-5141	(269) 751-7081	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	16700 HEIMBACH ROAD	THREE RIVERS	MI	49093	Gov't Sales	(269) 273-1200	(269) 273-6794	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	14501 US HIGHWAY 12	UNION	MI	49130	Gov't Sales	(269) 641-5841	(269) 641-5241	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	1224 M 66	ATHENS	MI	49011	Gov't Sales	(269) 729-5471	(269) 729-4844	JDEMAIL@GREENMARKEQUIPMENT.CO
GREENMARK EQUIPMENT, LLC	4082 TABOR ROAD	SODUS	MI	49126	Gov't Sales	(269) 461-6733	(269) 461-3327	JDEMAIL@GREENMARKEQUIPMENT.CO
HUTSON, INC.	25151 ALLEN ROAD	WOODHAVEN	MI	48183	Gov't Sales	(734) 692-5100	(734) 692-5199	WOODHAVEN@HUTSONINC.COM
HUTSON, INC.	2534 US HIGHWAY 23 SOUTH	ALPENA	MI	49707	Gov't Sales	(989) 356-6356	(989) 356-6454	ALPENA@HUTSONINC.COM
HUTSON, INC.	4085 S OLD 27	GAYLORD	MI	49735	Gov't Sales	(989) 732-3274	(989) 732-2696	GAYLORD@HUTSONINC.COM
HUTSON, INC.	9821 US 31	ELLSWORTH	MI	49729	Gov't Sales	(231) 599-2822	(231) 599-2954	ELLSWORTH@HUTSONINC.COM
HUTSON, INC.	5858 MOORE ROAD	WILLIAMSBURG	MI	49690	Gov't Sales	(231) 267-9400	-	WILLIAMSBURG@HUTSONINC.COM
HUTSON, INC.	710 N CEDAR STREET - SUITE	MASON	MI	48854	Gov't Sales	(517) 655-1803	(517) 655-3322	MASON@HUTSONINC.COM
HUTSON, INC.	110 SOUTH LINCOLN	CHARLOTTE	MI	48813	Gov't Sales	(517) 543-2540	(517) 543-4470	CHARLOTTE@HUTSONINC.COM
HUTSON, INC.	20801 PONTIAC TRAIL	SOUTH LYON	MI	48178	Gov't Sales	(248) 437-2091	(248) 437-2140	SOUTHLION@HUTSONINC.COM
HUTSON, INC.	3915 TRACTOR DRIVE	HOWELL	MI	48855	Gov't Sales	(517) 540-6141	(517) 540-6144	HOWELL@HUTSONINC.COM
HUTSON, INC.	1047 N SHIAWASSEE STREET	CORUNNA	MI	48817	Gov't Sales	(989) 743-8844	(989) 743-8855	CORUNNA@HUTSONINC.COM
HUTSON, INC.	2 INDUSTRIAL PARK DRIVE	WILLIAMSTON	MI	48895	Gov't Sales	(517) 655-4606	(517) 655-3156	WILLIAMSTON@HUTSONINC.COM
HUTSON, INC.	710 N. CEDAR STREET	MASON	MI	48854	Gov't Sales	(517) 676-9588	(517) 676-9694	MASON@HUTSONINC.COM
HUTSON, INC.	6018 E GRAND RIVER AVENUE	PORTLAND	MI	48875	Gov't Sales	(517) 647-4164	(517) 647-4180	CHATFIELD@HUTSONINC.COM
HUTSON, INC.	500 N GARFIELD ROAD	LINWOOD	MI	48634	Gov't Sales	(989) 697-4486	(989) 697-4429	LINWOOD@HUTSONINC.COM
HUTSON, INC.	4363 S MOREY ROAD	LAKE CITY	MI	49651	Gov't Sales	(231) 839-8660	(231) 839-8665	LAKECITY@HUTSONINC.COM
HUTSON, INC.	4240 E ROSEBUSH ROAD	ROSEBUSH	MI	48878	Gov't Sales	(989) 779-1707	(989) 779-1726	ROSEBUSH@HUTSONINC.COM
HUTSON, INC.	2085 W-M55	WEST BRANCH	MI	48661	Gov't Sales	(989) 343-5333	-	WESTBRANCH@HUTSONINC.COM
HUTSON, INC.	18880 NORTHLAND DRIVE	BIG RAPIDS	MI	49307	Gov't Sales	(231) 796-6302	-	BIGRAPIDS@HUTSONINC.COM
HUTSON, INC.	106 N OCCIDENTAL HIGHWAY	TECUMSEH	MI	49286	Gov't Sales	(517) 423-2133	(517) 423-6505	TECUMSEH@HUTSONINC.COM
HUTSON, INC.	1365 E MONROE ROAD	ST. LOUIS	MI	48880	Gov't Sales	(989) 681-5771	(989) 681-4041	STLOUIS@HUTSONINC.COM
NAPOLEON LAWN AND LEISURE	6595 S BROOKLYN ROAD	NAPOLEON	MI	49261	Gov't Sales	(517) 536-4256	(517) 536-8230	INFO@NAPOLEONLAWN.COM
NORTHGATE EQUIPMENT, INC.	6687 US HIGHWAY 2 41 M35	ESCANABA	MI	49829	Gov't Sales	(906) 789-9812	(906) 789-9813	NORTHGATE@NORTHGATESALES.NET
NORTHLAND LAWN & SPORT,	50868 BOOTJACK ROAD	LAKE LINDEN	MI	49945	Gov't Sales	(906) 296-1288	(906) 296-9196	CNIBLETT@MYNORTHLAND.COM
NORTHLAND LAWN & SPORT,	14 US HWY 41 E	NEGAUNEE	MI	49866	Gov't Sales	(906) 401-0708	(906) 401-0777	CNIBLETT@MYNORTHLAND.COM
PERFORMANCE AUTOMOTIVE	2710 AIRPORT ROAD	JACKSON	MI	49202	Gov't Sales	(517) 789-7151	(517) 789-5155	PERFORMANCEAUTO040@SBCGLOBAL.
REVELS TURF AND TRACTOR,	7060 KENSINGTON ROAD	BRIGHTON	MI	48116	Gov't Sales	(800) 849-5469	-	REVTRAC@REVELSTRACTOR.COM
STEENSMA LAWN & POWER	361 12TH STREET	PLAINWELL	MI	49080	Gov't Sales	(269) 685-9557	(269) 685-9712	PWADMIN@STEENSMALAWN.COM
STEENSMA LAWN & POWER	7561 WEST STADIUM DRIVE	KALAMAZOO	MI	49009	Gov't Sales	(269) 375-6476	(269) 375-8193	KZADMIN@STEENSMALAWN.COM
TRI COUNTY EQUIPMENT, INC.	1314 SAND BEACH ROAD	BAD AXE	MI	48413	Gov't Sales	(989) 269-9249	(989) 269-9091	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	4135 DAVISON ROAD	BURTON	MI	48509	Gov't Sales	(810) 742-3364	(810) 742-3646	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	415 BIEBEL ROAD	CARO	MI	48723	Gov't Sales	(989) 673-8400	(989) 673-5922	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	3700 LAPEER ROAD	AUBURN HILLS	MI	48326	Gov't Sales	(248) 373-5000	(248) 852-8965	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	2139 W BALDWIN ROAD	FENTON	MI	48430	Gov't Sales	(810) 655-4886	(8106) 555-3293	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	7454 VANDYKE HIGHWAY	MARLETTE	MI	48453	Gov't Sales	(810) 346-2761	(810) 346-3406	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	3120 N. LAPEER ROAD	LAPEER	MI	48446	Gov't Sales	(810) 664-3798	(810) 664-7246	JDDEALER@TRICOUNTYEQUIPMENT.NE

TRI COUNTY EQUIPMENT, INC.	6150 BAY ROAD	SAGINAW	MI	48604	Gov't Sales	(989) 791-1234	-	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	8461 MAIN STREET	BIRCH RUN	MI	48415	Gov't Sales	(989) 624-9356	(989) 624-9605	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	9952 SAGINAW STREET	REESE	MI	48757	Gov't Sales	(989) 868-4165	(989) 868-9699	JDDEALER@TRICOUNTYEQUIPMENT.NE
TRI COUNTY EQUIPMENT, INC.	989 WEST SANILAC	SANDUSKY	MI	48471	Gov't Sales	(810) 648-2404	(810) 648-2226	JDDEALER@TRICOUNTYEQUIPMENT.NE
WEINGARTZ SUPPLY CO.	46061 VAN DYKE AVENUE	UTICA	MI	48317	Gov't Sales	(586) 731-7240	(586) 731-9319	KEN@WEINGARTZ.COM
WEINGARTZ SUPPLY CO.	39050 GRAND RIVER AVENUE	FARMINGTN HLS	MI	48335	Gov't Sales	(248) 471-3050	(248) 471-6948	KEN@WEINGARTZ.COM

Placeholder for Schedule B – Pricing

Please follow this link for  
Schedule B – Pricing:

<https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Procurement/Contracts/MiDEAL-Media/Equipment-Contracts-and-Sch-B/240000000161---Schedule-B-Pricing.pdf>

Deere & Company

## **SCHEDULE C - INSURANCE REQUIREMENTS**

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### **Request For Proposal No. 230000002854**

Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

**7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
<b>Umbrella or Excess Liability Insurance</b>	
<b>Minimum Limits:</b> \$5,000,000 General Aggregate	Contractor must have their policy follow form.
<b>Automobile Liability Insurance</b>	
<b>Minimum Limits:</b> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.

Required Limits	Additional Requirements
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Garagekeepers Liability Insurance</b>	
<u>Minimal Limits:</u> \$100,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Garage Keepers Legal Liability coverage.

**8. Non-Waiver.** This Schedule C is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract, including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State.

**State of Michigan, DTMB - Enterprise  
 Risk Management (ERM)**

\_\_\_\_\_  
 Authorized ERM Signature

\_\_\_\_\_  
 Authorized ERM Agent (Print or Type)

\_\_\_\_\_  
 Date

# STATE OF MICHIGAN

Contract No. 240000000161

Agricultural, Grounds, Turf, Earth Moving, and Roadside Maintenance Equipment

## SCHEDULE D SPECIFICATIONS

Equipment - Purchase			(Bidder must check the boxes below that apply)	
SPEC SECTION	PAGE	BID	NO BID	
1 C03-2001CD-23 Dump Body	2		X	
2 C03-2001LG-23 Lift Gate	4		X	
3 C03-2001SP-23 Snow Plow	5		X	
4 C03-2011CD-23 Dump Body TB FT	6		X	
5 C03-20CU11-23 Utility Body	9		X	
6 C03-3001CAP-23 Cap for Pickup	11		X	
7 C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector	11		X	
8 C05-1601-23 Backhoe	14		X	
9 C36-0401-4T-23 Asphalt Heater-Hauler	16		X	
10 C36-Asphalt Recycler-23	18		X	
11 C38-0101 CTL-23 Skid Steer Track Loader	18		X	
12 C38-0101-23 Skid Steer Loader	19		X	
13 C38-0101AWS-23 Skid Steer Loader	20		X	
14 C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity	21		X	
15 C54-0001-23 Concrete Saw	23		X	
16 C62-0101RB-23 Broom	23		X	
17 C67-008T-23 Trailer	25		X	
18 C67-20T LP-23 Trailer	26		X	
19 C70-0001-23 Welder-Generator	26		X	
20 C60-2001-16 Sand-Salt Spreader	27		X	
21 C62-0051-23 Street Sweeper	28		X	
22 C05-0901-23 Tractor Roadside	35	X		
23 C05-0902-23 Tractor Roadside - Bi-Directional	37		X	
24 C05-1001-23 Tractor Lawn Mower 2 Wheel steer	38	X		
25 C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck	39	X		
26 C05-1003-23 Zero Turn 60-72 in deck	40	X		
27 C06-1001-23 Utility Vehicle 6x4	42	X		
28 C06-1002-23 Utility Vehicle 4 Wheel Drive	42	X		
29 C-42-0026-23 Mower, 15 ft Road Side Mechanical Drive Rotary	43	X		
30 C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity	44		X	
31 38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity	46		X	
32 05-00051.23 Crawler Dozer (30hp & up)	49		X	
33 30-00LT23 Light Tower, Trailer Mounted Diesel Engine	56		X	
34 38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity	57		X	
35 C56-051.23 Sewer and Catch Basin Cleaner Unit	58		X	
36 C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary	66		X	
37 C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower	67		X	
38 C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body	74		X	
39 C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body	80		X	

**The specifications below are considered to be samples of the type of equipment needed. Please be as specific as possible as to the specifications of your equipment offering. Make sure to include Make and Model and to list ALL deviations with sample specifications. The State must approve any deviations to this specification. Bidders must bid on at least one spec (multiple specs is preferred).**

<b>22. - Specification # C05-0901.23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>ROADSIDE TRACTOR</b>		
1.1	Engine shall be a diesel, rated at 100hp @ 2400 rpm per ISO 97/68/ EC hp	YES
1.2	Engine shall be 4cyl, 276 cu in. with turbocharger	YES
1.3	Engine shall have wet sleeve liners	YES
1.4	Engine lubrication shall be pressurized	YES
1.5	Engine oil filter shall be spin on, full flow type	YES
1.6	Engine shall be liquid cooled	YES
1.7	Engine shall have air to air after cooler	YES
1.8	Engine shall have an oil cooler	YES
1.9	Tractor shall be equipped with a neutral start switch and an electronic fuel shut off	YES
1.10	Fuel capacity shall be 25 gallons minimum	YES
1.11	Key start switch shall be provided	YES
1.12	Tractor shall have a dry type air filter with dual- element with a restriction indicator light on the dash.	YES
1.13	Fuel filter shall be a single-element with a hand primer and a water-sediment bowl	YES
1.14	Engine shall be able to run on biodiesel up to 20% concentration, to meet ASTMPS 121 or DIN 51606 specifications	YES
1.15	Engine shall meet EPA standards for FT4 emission regulations	YES
1.16	Tractor shall have an LCD instrument cluster which shows engine hours, power take-off (PTO) speed, ground speed, hi-lo indicator, forward, neutral and reverse, all visible at the same time. Light out indicator for trailer lights, turn signals, and hazard light bulbs	YES
1.17	Provide indicators, gauges, or lights for the following:	YES
	a. Engine oil pressure	YES
	b. Fuel level	YES
1.18	Charging system and batteries that will be suitable for the tractor application	YES
1.19	Lights shall include: two halogen head lights, two forward and two rear rollover protective structure (ROPS)-mounted turn signal lights, two ROPS-mounted rear tail lights, one mounted ROPS-mounted rear work light	YES
1.20	Tractor shall have a PTO hp of 85 @ 2400 per SAE hp	YES
1.21	Tractor shall a PTO speed of 540 RPM, and the option to up grade to 540/1000 rpm speed	YES
1.22	Tractor shall have a electrohydraulic PTO actuation	YES
1.23	Tractor shall have a standard transmission with 12 forward/ 12 reverse, with power reverser	YES
1.24	Tractor shall have a wet type clutch	YES
1.25	Hydraulics shall be an open center design	YES
1.26	Hydraulic pump shall have a capacity of 22.5 Gallon per minute(GPM)	YES
1.27	Hydraulics shall have a rated flow @ one selected control valve (SCV) of 15.9 GPM	YES
1.28	Hydraulics shall have a maximum operating pressure of 2900 psi	YES
1.29	Maximum hydraulic power shall be 26.9 hp for a single scv	YES
1.30	Hitch draft control loads sense shall be mechanical type	YES
1.31	Hitch shall be a category 2 (SAE designation)	YES
1.32	Hitch lift capacity @ 24 in. behind lift points will be 3213 lb	YES
1.33	Hitch shall have top link sensing	YES

1.34	Final drive shall be inboard planetary type	YES
1.35	Final drive shall have a mechanical (pedal) with engage on the go rear differential lock	YES
1.36	Final drive shall have flanged axle type	YES
1.37	Final drive shall have hydraulic wet disc brakes	YES
1.38	Operators station shall have a rollover protection system(ROPS) on the open operators station(OOS)	YES
1.39	ROPS shall be foldable two post design	YES
1.40	Seat suspension system shall be mechanical	YES
1.41	Tractor shall have a mechanical four wheel drive system(MFWD)	YES
1.42	Turning radius w/ brakes 11.6 ft	YES
1.43	Turning radius w/o brakes 14.3 ft	YES
1.44	Tractor shall have limited slip differential	YES
1.45	Front tires 12.4-24 R1	YES
1.46	Rear tires 18.4-30 R1	YES
1.47	Paint shall be manufacturer's standard color	YES
1.48	Safety meets ANSI standard	YES
1.49	Warranty	YES
1.50	2 - Parts manual	YES
1.51	2 - Service manual	YES
1.52	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.

**ROADSIDE TRACTOR**

<b>Make Offered:</b>	<b>John Deere</b>
<b>Model Offered:</b>	<b>5100E</b>

<b>24. - Specification # C05-1001.23</b>		<b>Bidder Response</b>
<b>TRACTOR/LAWN MOWER TWO WHEEL STEER</b>		<b>(Indicate acceptance and/or provide alternate)</b>
1.1	Engine shall be gasoline, rated at 24SAE horse power minimum	YES
1.2	Engine shall have overhead valves	YES
1.3	V twin with cast iron liners	YES
1.4	Engine lubrication shall be pressurized	YES
1.5	Engine oil filter shall be spin on, full flow type	YES
1.6	Air cooled engine	YES
1.7	Engine shall have mechanical governor	YES
1.8	Air cleaner shall be dry type, replaceable with foam pre cleaner	YES
1.9	Choke speed controls, separate levers	YES
1.10	Fuel capacity shall be 4.4 gallons minimum	YES
1.11	Key start switch shall be provided	YES
1.12	Electrical system shall be 12volt	YES
1.13	Batteries 12 v 500 CCA	YES
1.14	Charging System, Flywheel alternator, regulated, 15 amp	YES
1.15	Lights shall include: Head lights	YES
1.16	Provide indicators, gauges, or lights for the following:	YES
	a. Engine hour meter	YES
	b. Engine oil pressure	YES
	c. Fuel level	YES
1.17	Steering shall be manual two wheel steer	YES
1.18	Front axle shall be cast iron	YES
1.19	Spindle bushings, metal replaceable	YES

1.20	Turning radius 22 in.	16in turning radius; 23in uncut circle radius
1.21	Transaxle shall be hydrostatic integrated with transmission	YES
1.22	Oil cooler, fins and fans on trans axle	YES
1.23	Oil filter internal not replaceable	YES
1.24	Rear axle shall have differential locking system	YES
1.25	Forward speed 0 - 7.2 mph	YES
1.26	Reverse Speed 0 - 5.2 mph	YES
1.27	Brakes shall be internal wet disk	YES
1.28	Front tires shall be 16 x 6.5-8 Turf	15 X 6.5-8 Turf
1.29	Rear tires shall be 24x12-12 Turf	YES
1.30	Seat, open - back design with grasp	YES
1.31	Seat back height 15 in.	YES
1.32	Seat fore - aft adjustment while seated, 7 in.	YES
1.33	Seat suspension two coil springs , three position no - tools adjustment for operators weight	YES
1.34	Lift system type foot pedal	YES
1.35	Mower cut height 13 positions, 1 - 4 in.	YES
1.36	Cut height increments 0.25 in.	YES
1.37	Preset cut height	YES
1.38	Mower attachment type slide under tractor	YES
1.39	Front draft arms attached with spring pins at two points	YES
1.40	Rear draft arms quick - pull pins	YES
1.41	Drive system dual belts	YES
1.42	Mower deck side discharge	YES
1.43	Mower cutting width 48 in.	YES
1.44	Construction stamped steel deck shell	YES
1.45	Mower deck material 11 gauge, 0.120 in.	YES
1.46	Mower drive system in line belt	YES
1.47	Mower wheels 4	YES
1.48	Mower wheel adjustment seven - position, spring- loaded pin	YES
1.49	Mower level adjustment exact adjust ports and onboard deck leveling gauge	YES
1.50	Paint shall be manufacturer's standard color	YES
1.51	Safety meets ANSI standard	YES
1.52	Meets Outdoor Power Equipment Institute (OPEI) standard	YES
1.53	Back up protection reverse implement option	YES
1.54	Warranty 4 year / 500 hour bumper to bumper	YES
1.55	2 - Parts manual	YES
1.56	2 - Service manual	YES
1.57	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.
<b>TRACTOR/LAWN MOWER TWO WHEEL STEER</b>		
<b>Make Offered:</b>		<b>John Deere</b>
<b>Model Offered:</b>		<b>X570 / 48A Deck</b>
<b>25. - Specification # C05-1002.23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>TRACTOR /LAWN MOWER FOUR WHEEL STEER</b>		
1.1	Engine shall be gasoline, rated at 25 SAE horse power minimum	YES

1.2	Engine shall have EFI, overhead valves	YES
1.3	V twin with cast iron liners	YES
1.4	Engine lubrication shall be pressurized	YES
1.5	Engine oil filter shall be spin on, full flow type	YES
1.6	Liquid cooled engine	YES
1.7	Engine shall have mechanical governor	YES
1.8	Air cleaner shall be dry type, replaceable with foam pre cleaner	YES
1.9	Choke speed controls, separate levers	YES
1.10	Fuel capacity shall be 5.2 gallons minimum	YES
1.11	Key start switch shall be provided	YES
1.12	Electrical system shall be 12volt	YES
1.13	Batteries 12 v 300 CCA	12 v 340 CCA
1.14	Charging System, Flywheel alternator, regulated, 20 amp	YES
1.15	Engine Starter solenoid shift	YES
1.16	Lights shall include: Head lights	YES
	a. Tail lights	YES
	b. Back up lights	YES
	c. Rear work lights	YES
	d. 12 v outlet	YES
1.17	Provide indicators, gauges, or lights for the following:	YES
	a. Engine hour meter	YES
	b. Engine oil pressure	YES
	c. Fuel level	YES
1.18	Steering hydraulic, all wheel steer	YES
1.19	Front axle nodular iron casting	YES
1.20	Tilt steering wheel, 6 positions	YES
1.21	Turning radius 21 in.	YES
1.22	Transaxle shall be hydrostatic integrated with transmission	YES
1.23	Oil cooler equipped	YES
1.24	Oil filter replaceable suction side 10 micron	YES
1.21	Rear axle shall have differential locking system	YES
1.22	Forward speed 0 - 8.5 mph	YES
1.23	Reverse Speed 0 - 6.0 mph	YES
1.24	Brakes wet disk	YES
1.25	Front tires shall be 18x8.5-10 HDAP	YES
1.26	Rear tires shall be 26x12-12 HDAP	YES
1.27	Seat, two piece professional high back	YES
1.28	Seat back height 21 in.	YES
1.29	Seat fore - aft adjustment while seated slide rail 14 position, 7 in.	YES
1.30	Seat suspension, six - position parallel arm	YES
1.31	Lift system, two function hydraulic	YES
1.32	Hydraulic outlets, four	YES
1.33	Mower cut height, 1 - 5.25 in.	YES
1.34	Cut height increments 0.25 in.	YES
1.35	Preset cut height	YES
1.36	Mower attachment drive over deck (54, 60 in.)	YES
1.37	Front draft arms over center	YES
1.38	Rear draft arms V-align	YES
1.39	Mower drive system, hydraulic clutch, shaft	YES
1.40	Mower deck side discharge	YES
1.41	Mower cutting width 48, 54, 60	YES
1.42	Construction stamped steel deck shell	YES
1.43	Mower deck material 48" 11 gauge, 0.120 in.	YES

	a. Mower deck material 54" and 60", 9 gauge, 0.150 in.	YES
1.44	Mower wheels 4	YES
1.45	Mower wheel adjustment seven - position, spring- loaded pin	YES
1.46	Mower level adjustment exact adjust ports and onboard deck leveling gauge	YES
1.47	Paint shall be manufacturer's standard color	YES
1.48	Safety meets ANSI standard	YES
1.49	Meets Outdoor Power Equipment Institute (OPEI) standard	YES
1.50	Back up protection reverse implement option	YES
1.51	Warranty 4 year / 700 hour bumper to bumper	YES
1.52	2 - Parts manual	YES
1.53	2 - Service manual	YES
1.54	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.
<b>TRACTOR /LAWN MOWER FOUR WHEEL STEER</b>		
<b>Make Offered:</b>		<b>John Deere</b>
<b>Model Offered:</b>		<b>X739 / 48A Deck</b>

<b>26. - Specification # C05-1003.23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>TRACTOR/ZERO TURN LAWN MOWER</b>		
1.1	Engine shall be gasoline, rated at 31 SAE horse power minimum	YES
1.2	Engine shall have overhead valves	YES
1.3	V twin	YES
1.4	Engine lubrication shall be pressurized	YES
1.5	Engine oil filter shall be spin on, full flow type	YES
1.6	Air cooled engine	YES
1.7	Engine shall have mechanical governor	YES
1.8	Air cleaner shall be heavy - duty canister type with safety element and pre-cleaner	YES
1.9	Choke speed controls, separate levers	YES
1.10	Fuel capacity shall be 11.5 gallons minimum	YES
	Fuel tank shall be equipped with a switch/ shut-off valve	YES
1.11	Key start switch shall be provided	YES
1.12	Electrical system shall be 12 volt	YES
1.13	Battery 12 v 300 CCA	YES
1.14	Charging System, Flywheel alternator, regulated, 20 amp	YES
1.15	Operator presence starting system Brake -N - Go	YES
1.16	Provide indicators, gauges, or lights for the following:	YES
	a. Engine hour meter	YES
	b. Engine oil pressure	YES
1.17	Hydraulic pumps, heavy - duty integrated piston pump	YES
1.18	Wheel motor, heavy duty integrated piston wheel motors	YES
1.19	Forward speed 0 - 10 mph	YES
1.20	Reverse Speed 0 - 4.5 mph	YES
1.21	Speed and direction control - twin levers	YES
1.22	Oil filter internal, replaceable	YES
1.23	Dynamic braking, twin levers	YES
1.24	Park brake, internal wet disk integrated in the transmission	YES
1.21	Park brake actuation, hand brake	YES
1.22	Drive tires 24x12-12, 4 ply	YES
1.23	PTO type, electro-magnetic 225 lb-ft	YES

1.24	PTO drive, V-belt	YES
1.25	Mower decks, 60, 72 in.	YES
1.26	Deck construction, one-piece stamped steel w/ reinforcements	YES
1.27	Deck thickness 7 gauge, 0.179 in.	YES
1.28	Mower deck side discharge	YES
1.29	Mower cut height, 1.0 - 5.5 in.	YES
1.30	Cut height increments 0.25 in.	YES
1.31	Caster wheel type, semi-pneumatic front tires	YES
1.32	Caster wheel size 13x6.5-6	YES
1.29	Front anti-scalp rollers, right hand, center, left hand	YES
1.30	Equipped with Roll over protection system(ROPS)	YES
1.31	Equipped with deluxe seat	YES
1.32	Paint shall be manufacturer's standard color	YES
1.33	Safety meets ANSI standard	YES
1.34	Meets Outdoor Power Equipment Institute (OPEI) standard	YES
1.35	Warranty 3 year / 1200 hour bumper to bumper	YES
1.36	2 - Parts manual	YES
1.37	2 - Service manual	YES
1.38	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.
<b>TRACTOR/ZERO TURN LAWN MOWER</b>		
<b>Make Offered:</b>		<b>John Deere</b>
<b>Model Offered:</b>		<b>Z960M / 60 Deck</b>

<b>27. - Specification # C06-1001.23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>6x4 UTILITY VEHICLE</b>		
1.1	Engine shall be 4 cycle gasoline, rated at 15.5 SAE horse power minimum	YES
1.2	Engine lubrication shall be pressurized	YES
1.3	Engine oil filter shall be spin on, full flow type	YES
1.4	Air cooled engine	YES
1.5	Engine shall have mechanical governor	YES
1.6	Air cleaner shall be dry type, replaceable with foam pre cleaner	YES
1.7	Choke speed controls, separate levers	YES
1.8	Fuel capacity shall be 5.0 gallons minimum	YES
1.9	Key start switch shall be provided	YES
1.10	Electrical system shall be 12volt	YES
1.11	Batteries 12 v 340 CCA	YES
1.12	Charging System, Flywheel alternator, regulated, 16.6 amp	YES
1.13	Provide indicators, gauges, or lights for the following:	YES
	a. Engine hour meter	YES
	b. Engine oil pressure	YES
	c. Fuel level	YES
1.14	Steering shall be manual two wheel steer	YES
1.15	Front suspension independent spring over shock, single A-arm	YES
1.16	Rear suspension two high floatation, low pressure tires (solid axles)	YES
1.17	Transmission, continuously variable transmission (CVT)	YES
1.18	Final drive, fully enclosed oil bath	YES
1.19	Forward speed 0 - 20 mph	YES
1.20	Reverse Speed 0 - 19.4 mph	YES

1.21	Brakes shall be wet disk in transaxle	YES
1.22	Parking brake, wet disk, hand operated	YES
1.21	Front tires two 22.5x10.00-8, 2 PR hi-flotation	22.5x10.00-8 4 PR
1.22	Rear tires four 25x12.00-9, 2 PR hi-flotation	25x12.00-9 4 PR
1.23	Bucket Seats	YES
1.24	Cup holders, Glovebox	YES
1.25	Paint shall be manufacturer's standard color	YES
1.26	Safety meets ANSI standard	YES
1.27	Meets Outdoor Power Equipment Institute (OPEI) standard	YES
1.28	Warranty 1 year / 1000 hour bumper to bumper	YES
1.29	2 - Parts manual	YES
1.30	2 - Service manual	YES
1.31	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.

**6x4 UTILITY VEHICLE**

<b>Make Offered:</b>	<b>John Deere</b>
<b>Model Offered:</b>	<b>Gator TH 6X4</b>

<b>28. - Specification # C06-1002.23</b>		<b>Bidder Response</b>
<b>4x4 UTILITY VEHICLE</b>		<b>(Indicate acceptance and/or provide alternate)</b>
1.1	Engine shall be 4 cycle gasoline, rated at 15.7 SAE horse power minimum	YES
1.2	Engine lubrication shall be pressurized	YES
1.3	Engine oil filter shall be spin on, full flow type	YES
1.4	Liquid cooled engine	YES
1.5	Engine shall have mechanical governor	YES
1.6	Air cleaner shall be dry type, replaceable with foam pre cleaner	YES
1.7	Choke speed controls, separate levers	YES
1.8	Fuel capacity shall be 5.3 gallons minimum	7.3 gallons
1.9	Key start switch shall be provided	YES
1.10	Electrical system shall be 12volt	YES
1.11	Batteries 12 v 340 CCA	12 v 480 CCA
1.12	Charging System, Flywheel alternator, regulated, 20 amp	40 amp
1.13	Provide indicators, gauges, or lights for the following:	YES
	a. Engine hour meter	YES
	b. Engine oil pressure	YES
	c. Fuel level	YES
1.14	Steering shall be manual two wheel steer	YES
1.15	Front suspension independent McPherson Strut	YES
1.16	Rear suspension coil over shock	YES
1.17	Transmission, continuously variable transmission (CVT)	YES
1.18	Final drive, two speed oil bath	YES
1.19	Forward speed 0 - 25 mph	YES
1.20	Reverse Speed 0 - 12 mph	YES
1.21	Brakes shall be disk	YES
1.22	Parking brake, disk	YES
1.21	Front tires two 24x9.5-10	YES
1.22	Rear tires two 24 x 10.5-10	YES
1.23	Bucket Seats	Bench Seat
1.24	Cup holders, Glovebox	YES

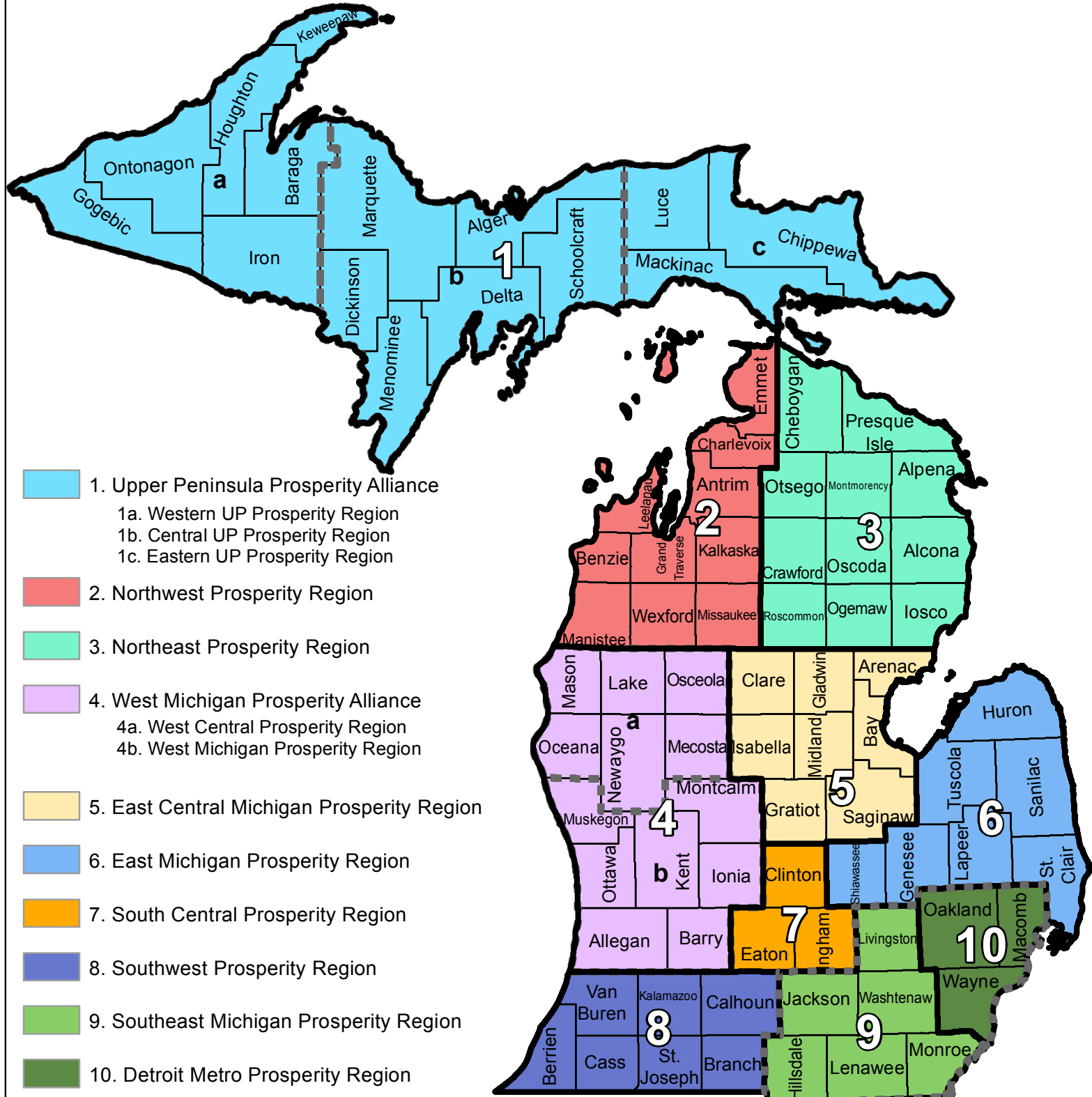
1.25	Paint shall be manufacturer's standard color	YES
1.26	Safety meets ANSI standard	YES
1.27	Meets Outdoor Power Equipment Institute (OPEI) standard	YES
1.29	Warranty 1 year / 1000 hour bumper to bumper	YES
1.30	2 - Parts manual	YES
1.31	2 - Service manual	YES
1.32	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.
<b>4x4 UTILITY VEHICLE</b>		
<b>Make Offered:</b>		<b>John Deere</b>
<b>Model Offered:</b>		<b>Gator HPX 615E</b>

<b>29. - Specification # C42-0026.23</b>		<b>Bidder Response</b>
<b>MOWER, 15 ft ROAD SIDE MECHANICAL DRIVE ROTARY</b>		<b>(Indicate acceptance and/or provide alternate)</b>
1.1	Cutting width 180 in.	YES
1.2	Cutting height 1 to 16 in.	YES
1.3	Cutting capacity (diameter) 4 in.	YES
1.4	Cutting chamber depth 10.5 in.	YES
1.5	Tractor PTO HP range 55 hp	YES
1.6	Tractor PTO 540 or 1,000 rpm	YES
1.7	Static vertical drawbar load rating 2115 lb	2315 lb.
1.8	Pull type hitch with ball-type self-leveling hitch clevis, with safety tow chain	YES
1.9	Hitch width for tight turn capability 22.5 in.	YES
1.10	Hydraulically operated jack stand	YES
1.11	Transport width at wing wheels 110 in.	YES
1.12	Deck type - double decker	Single
1.13	Deck thickness - upper 0.138 in.	YES
1.14	Deck thickness - lower 0.177 in.	N/A
1.15	Deck thickness 0.25 in.	0.24 in.
1.16	Hinges intermittent steel segments - greaseable: single 1 - in. diameter full-length hinge pin	YES
1.17	Drivelines - main CV ASAE category 5, splined telescoping profiles	Category 6-splined telescoping profiles
1.18	Drivelines - connecting ASAE category 5, splined telescoping profiles	YES
1.19	Drivelines - main, no-seize, slip - clutch drive line	YES
1.20	Drivelines - connecting, no-seize, slip - clutch drive line	YES
1.21	Gear cases, number 4	YES
1.22	Gear cases, HP rating, transfer 250 continuous / 300 peak hp	YES
1.21	Gear cases, HP rating, Center 150 continuous / 216 peak hp	225 peak hp
1.22	Gear cases, HP rating, outer 150 continuous / 216 peak hp	225 peak hp
1.23	Blade tip speed @ 540 rpm wing 177 mph, center 179 mph	YES
1.24	Blade tip speed @ 1000 rpm wing 180 mph, center 173 mph	YES
1.25	Blade holder type, round stump jumper and standard deck rings for maximum protection of blade carrier against obstruction damage	YES
1.26	Hydraulics - wing lift standard : includes spring assist unfolding	YES
1.27	Hydraulics - wing flex, degrees - 90 up, 22 down degree angle	YES
1.29	Wheels, 5 bolt 26x9x14.5 24 - ply severe - duty ag	YES
1.30	Suspension , Air cushion with shock absorbers on all 4 wheels	YES
1.31	Shielding front and rear - chains	YES

<b>1.32</b>	Row width adjustment	YES
<b>1.33</b>	Wing-leveling adjustment, turn buckle with bearing	YES
<b>1.35</b>	Paint shall be manufacturer's standard color	YES
<b>1.36</b>	Safety meets ANSI standard	YES
<b>1.37</b>	Warranty gear boxes 5 years	YES
<b>1.38</b>	2 - Parts manual	YES
<b>1.39</b>	2 - Service manual	YES
<b>1.40</b>	2 - Safety & training video	No video but an operator's manual covering safety and equipment operation is provided.
<b>MOWER, 15 ft ROAD SIDE MECHANICAL DRIVE ROTARY</b>		
<b>Make Offered:</b>		<b>John Deere</b>
<b>Model Offered:</b>		<b>FC15R Rotary Mwr</b>

# SCHEDULE E

## State of Michigan Prosperity Regions



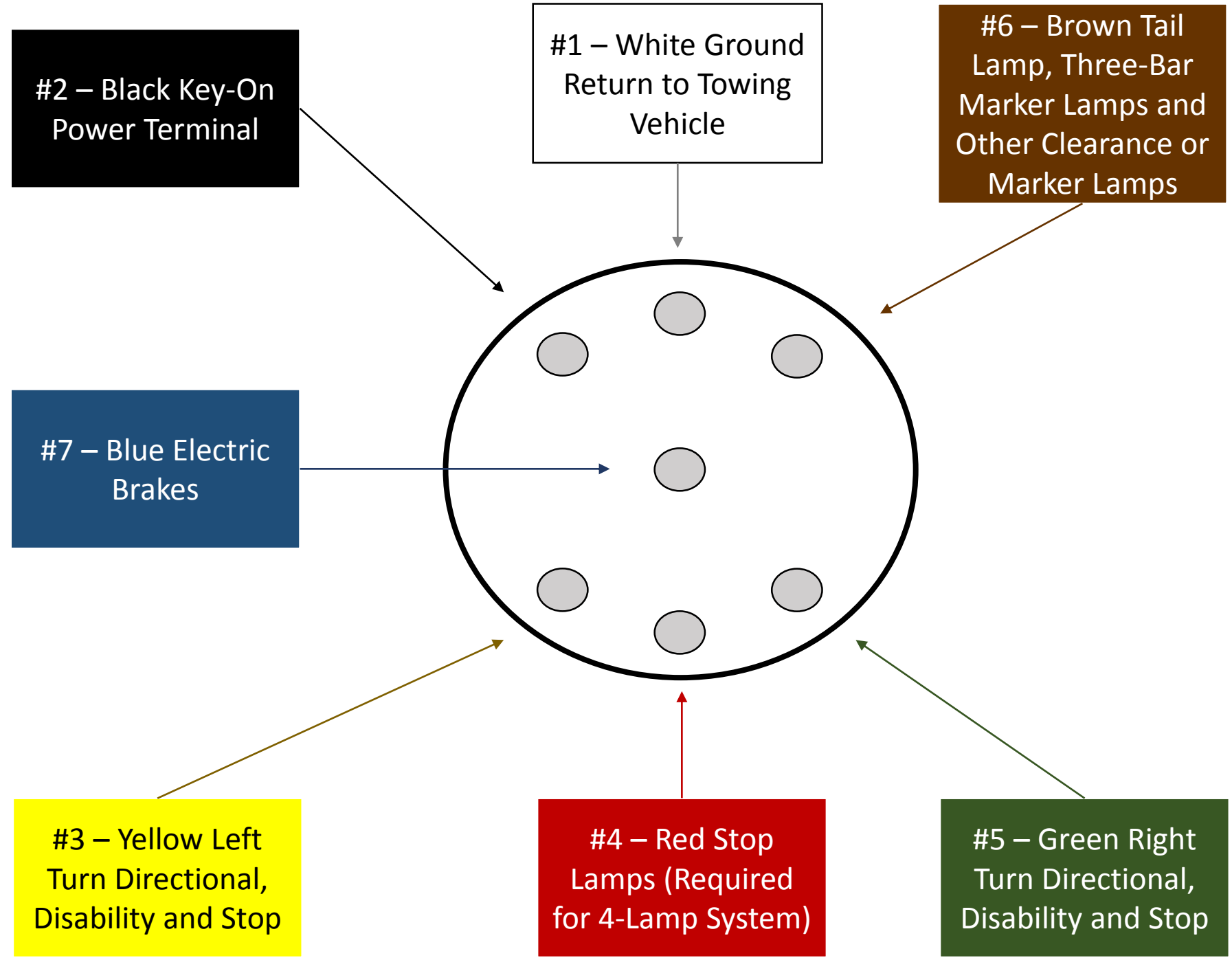
- 1. Upper Peninsula Prosperity Alliance
  - 1a. Western UP Prosperity Region
  - 1b. Central UP Prosperity Region
  - 1c. Eastern UP Prosperity Region
- 2. Northwest Prosperity Region
- 3. Northeast Prosperity Region
- 4. West Michigan Prosperity Alliance
  - 4a. West Central Prosperity Region
  - 4b. West Michigan Prosperity Region
- 5. East Central Michigan Prosperity Region
- 6. East Michigan Prosperity Region
- 7. South Central Prosperity Region
- 8. Southwest Prosperity Region
- 9. Southeast Michigan Prosperity Region
- 10. Detroit Metro Prosperity Region

Service Delivery Regions

**Schedule F - Trailer Wiring  
Diagram**



**(Use Std J560 Connector)**  
**All Non-Tractor/Trailer Non-ABS Truck-End (Viewed from Wire Side of Plug)**



#1 – White Ground  
Return to Towing  
Vehicle

#6 – Brown Tail  
Lamp, Three-Bar  
Marker Lamps and  
Other Clearance or  
Marker Lamps

#2 – Black Key-On  
Power Terminal

#7 – Blue Electric  
Brakes

#3 – Yellow Left  
Turn Directional,  
Disability and Stop

#4 – Red Stop  
Lamps (Required  
for 4-Lamp System)

#5 – Green Right  
Turn Directional,  
Disability and Stop