

Term Contract No. 020A

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
<b>Term Contract</b>	<b>020A</b>	<b>Tractors, Agricultural</b>
<b>Effective Dates</b>	<b>May 1, 2008 – June 30, 2012</b>	
<b>Bid Number</b>	701825/800392	
<b>Administrator</b>	Grant Braley	
<b>Phone</b>	(919) 807-4550	
<b>Fax</b>	(919) 807-4510	
<b>E-Mail</b>	<a href="mailto:grant.braley@doa.nc.gov">grant.braley@doa.nc.gov</a>	
<b>Last Updated</b>	January 19, 2012	

**1. Quality Acceptance Inspection:**

Upon completion of the project, as called for herein, the contractor must request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4511.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

**2. General Information:**

State Agencies and Non-State Agencies are to place their orders directly with the contractors and not the local authorized dealers. It is recommended that you follow up with the contractor to ensure the purchase order has been received. Be sure to indicate your choice of the local authorized dealer for the preparation and delivery of your tractor. **This contract does cover options at the percent (%) discount from the MSRP as noted herein, but they are not listed due to the variations available. Please contact the vendor (contractor) for contract pricing or information on options.**

**3. Scope of Contract:**

This contract is intended to cover the State's normal requirements of Agricultural Tractors for use by all State agencies, departments, institutions, public school units (except those exempted by statute, and specific requirements of the Department of Transportation) and certain Non-State agencies.

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

**4. Taxes:**

Prices or discounts shown herein do not include any North Carolina sales or use taxes.

**5. Descriptive Literature & Price Lists:**

The successful contractor shall furnish MSRP price lists, catalogs, and descriptive literature to any using agency upon request of the agency within **five (5) business days** for all equipment and options.

## 6. Abnormal Quantities

Any agency requirement that **exceeds 20 units** must be forwarded to the Division of Purchase and Contract for processing. The division, at its sole discretion, may process any such requirement in one of the following ways:

- a. Purchase may be authorized at the current level of pricing with the current contract vendor(s).
- b. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s).
- c. A separate Invitation for Bids may be issued for the requirement.

## 7. Minimum Orders

This contract will be for a minimum order of one unit for any single order.

## 8. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the **respective contractor(s) and not the local authorized dealers**. Ordering agencies are to indicate the local dealership on their purchase order. Ordering agencies should consider sending their purchase orders via certified mail return receipt. This may serve as evidence that the contractor has received your purchase order.

**All ordering agencies are urged to call the contractor for a complete listing of tractor features prior to placing their order.**

### a. Order Placement Via E-Procurement (Catalog Items)

- i. Click on the following link: [E-Procurement Users](#)
- ii. When placing an order in the e-procurement system, the very first thing to do is to go to the catalogue tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 020A.
- iii. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- iv. After selecting the contract ID and to narrow the search to a particular manufacturer select the manufacturer from the drop down
- v. When the item to be ordered has been located complete the requisition and issue the purchase order.
- vi. Please note that all purchase orders will go directly the manufacturer and not the local dealers. The manufacturers have arranged to forward the purchase orders to the local dealer.
- vii. **To make sure that your purchase order reaches the correct dealer please put comments in the purchase order for the manufacturer giving the preferred dealer.**

### Note: Successful contractors may reduce prices by:

- Increasing the discount offered to reduce prices for the entire line of product offered.
- Allowing additional discount(s) to the using agency.
- Special sales and/or promotions.

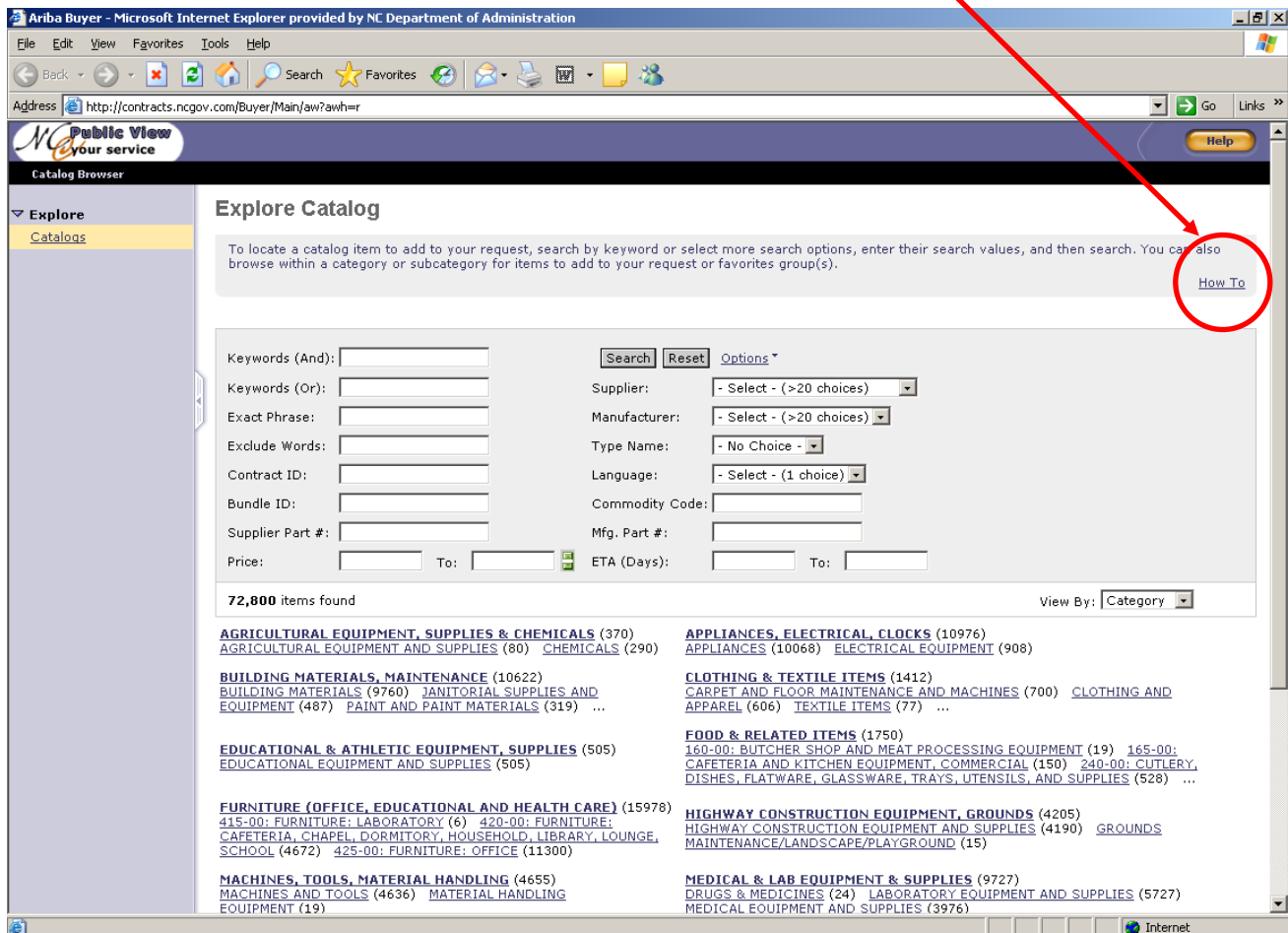
Any special sales offering (resulting in a price lower than the published catalog price), e.g. seasonal, inventory reduction, where specific products are offered to the general public shall be made available to the state at the same sales price.

The contractor agrees that all prices for items contained within the resulting contract(s) will, at no time be more than those prices charged to any other North Carolina customer for the same or similar items delivered to the same regional location.

**b. Non E-Procurement Users**

The E-Procurement Public View will be the only place for Non E-Procurement Users to view the item/pricing information.

- i. Click on the following link: [E-Procurement Public View](#)
- ii. For online assistance regarding item searching; click on the “How to” underlined link located near the upper-right hand corner.



**9. Delivery**

The contractor will complete delivery within **120-150 days** after receipt of purchase order.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

**10. Transportation Charges**

All goods shall be delivered **FOB DESTINATION** for all orders equal to, or greater, than the minimum order, when shipped to a single destination. Transportation charges levied by the contractor for orders equal to, or greater than the minimum order, when shipped to a single destination, may be cause for removal of the contractor from the contract. In instances where the contractor makes partial shipments of an order to one destination, which is equal to, or greater than, the minimum order, all shipments of the order shall be sent **FOB DESTINATION** with **NO** additional transportation charges.

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**11. Item & Price Information**

Contact the contractor for more information. Options can be added to the tractor at the discount from the MSRP listed for each model.

Item	Class	PTO HP	CNH PTO HP	Manufacturer	Model	Net Tractor Price	Discount From MSRP for Tractor & Options
1	1	24	24	New Holland	T1510	\$12,660.00	9%
2	2	35	37.8	New Holland	Boomer 3045	\$18,677.00	23%
3	3	45	50	New Holland	T4020	\$24,192.00	0%
4	4	55	62	New Holland	T4030	\$29,834.00	19%
5	5	65	71.4	New Holland	T5040	\$33,602.00	15%
6	6	75	82.9	New Holland	T5050	\$33,556.00	18%
7	7	85	90	New Holland	T5060	\$33,794.00	22%
<b>8</b>	<b>8</b>	<b>95</b>	<b>95</b>	<b>New Holland</b>	<b>T6030</b>	<b>\$48,682.00</b>	<b>23%</b>
9	9	100	109.4	New Holland	T6050	\$46,655.00	23%
<b>10</b>	<b>10</b>	<b>105</b>	<b>109.4</b>	<b>New Holland</b>	<b>T6050</b>	<b>\$50,905.00</b>	<b>28%</b>
11	11	125	135	New Holland	T6080	\$68,120.00	37%
12	12	150	151.3	New Holland	T7040	\$73,524.00	37%
13	13	175	175	New Holland	T8010	\$95,056.00	34%
14	14	200	200	New Holland	T8020	\$98,473.00	37%
15	15	225	225	New Holland	T8030	\$107,004.00	37%

**Note: Items 8 & 10 are for the North Carolina Department of Transportation only.**

**12. Contractors**

Contractor Name	Address	Contact Information
CNH America, LLC	500 Diller Avenue New Holland PA 17557	<b>Bob Jackson</b> (877) 269-0114 Option # 3 Phone: (717) 355-1678 Fax: (717) 355-1487 <a href="mailto:robert.jackson@cnh.com">robert.jackson@cnh.com</a>  <b>Preferred Contact Method: E-mail</b>

## 11.A. Additional Contacts for Assistance

Contact Person	Contact Information
<b>Wayne Crow</b> Government & Fleet Sales	(888) 867-8000 Phone: (717) 355-4744 Fax: (717) 355-1487 <a href="mailto:wayne.crow@cnh.com">wayne.crow@cnh.com</a>
<b>Ben Demange</b> NC Territory Sales Manager	Phone: (717) 940-3786 Fax: (336) 643-4474 <a href="mailto:ben.demange@cnh.com">ben.demange@cnh.com</a>
<b>Will Paxton</b> Dealer Sales Support	Phone: (717) 355-4763 Fax: (717) 355-3310 <a href="mailto:will.paxton@cnh.com">will.paxton@cnh.com</a>
<b>Dorsey Chamblee</b> Eastern NC Service Manager	Phone: (336) 255-1138 Fax: (336) 824-8689 <a href="mailto:dorsey.chamblee@cnh.com">dorsey.chamblee@cnh.com</a>
<b>Andy Wood</b> Western NC Service Manager	Phone: (336) 210-9949 Fax: (336) 668-8392 <a href="mailto:andy.wood@cnh.com">andy.wood@cnh.com</a>

## 11.B. Authorized Dealer Listing

City Name	Dealer Name & Address	Contact Person	Telephone/Fax Number
Albemarle	Stanly Tractor Company 2106 West Main Street Albemarle NC 28001	Thomas Hellman	(704) 983-1106 (704) 983-1107 Fax
Asheboro	Randolph Farm Equipment 1431 East Salisbury Street Asheboro NC 27203	Charles Cople	(336) 625-4136 (336) 625-0040 Fax
Ayden	Snow Tractor & Equipment HWY 11 South Ayden NC 28513	Ken Snow	(252) 746-8200 (252) 746-8240 Fax
Brunswick	Johnson Equipment Company 1590 Vinson Boulevard, NC 130 East Brunswick NC 28424	Dick Johnson	(910) 642-6051 (910) 642-4939 Fax
Burgaw	Nash Equipment Company HWY 53 West Burgaw NC 28425	William Rand	(910) 259-5134 (910) 259-3181 Fax
Charlotte	Charlotte Tractor Company 1700 Starita Road Charlotte NC 28206	Tim Cockerham	(704) 596-8900 (704) 598-8965 Fax
Conover	Tarheel Tractor Newton 1229 Commerce Street SW Conover NC 28613		(828) 728-9719 (828) 695-5275 Fax

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<b>City Name</b>	<b>Dealer Name &amp; Address</b>	<b>Contact Person</b>	<b>Telephone/Fax Number</b>
Edenton	Edenton Tractor & Implement Company 517 Virginia Road Edenton NC 27932	Oscar White	(252) 482-4476 (252) 482-4478 Fax
Fayetteville	Vause Equipment Co. Inc. 1013 Gillespie Street Fayetteville NC 28302	Bobby Vause	(910) 483-7165 (910) 483-7262 Fax
Goldsboro	Aycock Ford Tractor Inc 304 RT 117 South Goldsboro NC 27530	R. Aycock	(919) 735-0753 (919) 734-1781 Fax
Graham	Graham Tractor Company 109 South Marshall Street Graham, NC 27253	Danny McMasters	(336) 226-2272 (336) 228-7790 Fax
Greensboro	Greensboro Tractor Company 2820 South Elm Street Greensboro NC 27406	Larry Hobbs	(336) 273-3606 (336) 273-0575 Fax
Kenansville	Kenansville Equipment Company 110 North HWY 11 & HWY 903 Kenansville NC 28349	Ernest Grady	(910) 296-0777 (910) 296-0222 Fax
Lenoir	Tarheel Tractor, Inc. 2566 Hickory Boulevard Lenoir NC 28645	Chad Ester	(828) 728-9719 (828) 728-9729 Fax
Monroe	Brooks Sales, Inc. 3144 HWY 74 East Monroe NC 28112	James Brooks	(704) 233-4242 (704) 233-4244 Fax
Mills River	Carland Tractor & Equipment 30 Carland Circle Mills River NC 28759	Anthony Carland	(828) 890-4326 (828) 890-4329 Fax
Raleigh	Senter Tractor Co., Inc 4901 Fayetteville Road Raleigh NC 27603	Michael Senter	(919) 779-0922 (919) 779-8833 Fax
Rocky Mount	Hines Equipment Company 1751 South Wesleyan Rocky Mount NC 27803	Craig Hines	(252) 446-0333 (252) 446-0939 Fax
Salisbury	Mid South Tractor Company 914 Webb Road Salisbury NC 28146	Lloyd Troxler	(704) 855-2980 (704) 855-1303 Fax
Shelby	Parker Farm Service 703 North Post Road Shelby NC 28150	Billy McHenry	(704) 482-7061 (704) 487-1918 Fax
Siler City	Clapp Brothers Tractor & Implements 202-208 North 2 <sup>nd</sup> Avenue Siler City NC 27344	James Clapp	(919) 742-3737 (919) 742-4418 Fax

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<b>City Name</b>	<b>Dealer Name &amp; Address</b>	<b>Contact Person</b>	<b>Telephone/Fax Number</b>
Wadesboro	Martin Brothers Equipment Co., Inc HWY 52 South Wadesboro NC 28170	Argus Martin	(704) 694-6516 (704) 694-6346 Fax
Washington	Beaufort Equipment Company HWY 264 East Washington NC 27889	Sam Snow	(252) 946-9555 (252) 946-3857 Fax
Wilkesboro	Blue Ridge Tractor Co. HWY 268 W Wilkesboro NC 28697	James Motsinger	(336) 838-2571 (336) 667-4422 Fax
Williamston	Mark Chesson & Sons Inc 101 Chesson Drive Williamston NC 27892	Charles Chesson	(252) 792-1566 (252) 792-2965 Fax
Winston-Salem	Winston Tractor Company 3859 Patterson Avenue Winston-Salem NC 27105	Robert Delapp	(336) 744-7000 (336) 744-7004 Fax

**13. Warranty**

The contractor warrants to the owner that all equipment furnished under this specification will be new and of good material and workmanship and agrees to replace promptly any part or parts which by reason of defective material or workmanship shall fall under normal use free of negligence or accident for a **minimum period of two (2) years or 2000 hours** from date put in operation, whichever comes first. Such replacement shall include all parts, labor, and transportation costs to the location where equipment is down, free of any charge to the owner or his representative.

Under same and all conditions as above, the power train (engine, transmission, torque converter, final drive, main hydraulic pump and any other major components as recognized in the equipment industry as belonging to the power train) and structural members shall be so warranted for an **additional period of three (3) years (5 years total) and an additional 3,000 hours (5,000 hours total)**, whichever comes first. Such replacement shall include all parts, labor, and transportation costs to the location where equipment is down, free of any charge to the owner or his representative. Any periodic inspections which may be performed by the contractor or his representative shall be without charge to the owner.

Any portion of manufacturer's standard warranty that exceeds the minimum State's warranty requirements shall be in effect in conjunction with and enhance the State's warranty, then continue for the remainder of its term.

**14. Contract Changes:**

Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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**15. Substitutions:**

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

**16. Vendor Complaint Form:**

The Vendor Complaint Form can be found by clicking: [Vendor Complaint Form](#).

**17. Contract Addenda:**

Addendum	Effective Date	Description
1	5/8/2008	CNH America Toll Free Number Updated
2	5/27/2008	Updated Links
3	6/5/2008	E-mail & Extension Updated for Bob Jackson
4	6/24/2008	Corrected Item 13 Unit Price
5	7/21/2008	E-Procurement Catalog Downloaded, CNH Regional Sales & Service Managers
6	7/24/2008	Asheville & Marion Authorized Dealers removed from contract.
7	8/13/2008	Item #2 Model Change Approval
8	11/4/2008	New Holland Dealer Sales Support Contact Added for price quotations, entering orders, shipment status and other questions regarding their products.
9	2/7/2011	Contact Information Update
10	2/23/2011	Contract Extension Approved
11	5/31/2011	Contract Extension Approved
12	7/20/2011	Contract Extension Approved
13	9/26/2011	Contract Extension Approved
14	12/16/2011	Contract Extension Approved