

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

September 6, 2005

**NOTICE
 OF
 CONTRACT NO. 071B5200362
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Berger Chevrolet, Inc. 2525 28th Street SE Grand Rapids, MI 49512		TELEPHONE: Robert Evans (616) 949-5200
		VENDOR NUMBER/MAIL CODE
		BUYER/CA (517) 373-0305 Jeffrey A. White
Contract Compliance Inspector: Jeffrey A. White, (517) 373-0305 Chevrolet, 2006 Model Year, Tahoe, Patrol Vehicles – for Authorized Local Units of Government		
CONTRACT PERIOD:		From: August 15, 2005 To: July 15, 2006 or when inventories are exhausted, which ever comes first.
TERMS	Net 30 Days	SHIPMENT As Required
F.O.B.	Dealership	SHIPPED FROM Grand Rapids, MI
MINIMUM DELIVERY REQUIREMENTS		
One (1) Unit		

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT ONLY.

The terms and conditions of this Contract are those of [ITB #07115200228](#) this Contract Agreement and the vendor's quote dated [June 3, 2005](#). In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value: \$2,640,600.00

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

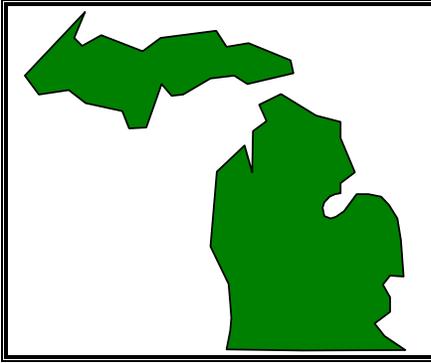
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THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the **ITB No.07115200228**. Orders for delivery of equipment will be issued directly by the **Department of Management & Budget** through the issuance of a Purchase Order Form.

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

<p>FOR THE VENDOR:</p> <p style="text-align: center;">Berger Chevrolet, Inc.</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Elise Lancaster, Deputy Director</p> <hr/> <p style="text-align: center;">Name/Title</p> <hr/> <p style="text-align: center;">Acquisition Services</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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**STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services**

Contract No. 071B5200362

Buyer Name: Jeffrey A. White
Telephone Number: (517) 373-0305
E-Mail Address: whitej1@michigan.gov

Or
Selena Samuel
(517) 241-2619
samuels1@michigan.gov

**Note: If an item within the terms and conditions indicate “Reserved”,
the item is not applicable to this Contract.**



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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

The purpose of this contract is for the purchase of Chevrolet, 2006 model year, Patrol Tahoe, per State of Michigan, Specification 3905-0013 by authorized local units of government through the Department of Management and Budget, MiDeal Program.

Article 1 - SOW will be used for to by the State for discussing specific requirements.

1.003 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the State of Michigan and Authorized Local Units of Government.

1.004 COMMENCEMENT OF WORK

Contractor shall not proceed with performance of the work to be done under this "Contract Agreement" until they receive a formal executed Purchase Order from the local unit of government placing an order, including the purchase of necessary materials.

1.1 Product Quality

1.101 SPECIFICATIONS

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the Contract Agreement and/or copies of specifications attached.

The contract will be for the Chevrolet, 2006 model year, Patrol Tahoe, per State of Michigan, Specification 3905-0013, dated May 2005. It is understood that due to manufacturing limitations orders may only be acceptable through September 2005. However, it is also understood that the manufacturer shall create an excess inventory that will be accessible through the contract.

All vehicles must be new and of the manufacturer's current models in production at the time of order. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or after market equipment. Equipment not available from the factory may be dealer installed, in compliance with specifications.

1.102 RESEARCH AND DEVELOPMENT - Reserved

1.103 QUALITY ASSURANCE PROGRAM - Reserved



1.104 WARRANTY FOR PRODUCTS OR SERVICES

The prime contractor will be responsible for all materials and accessories used in the vehicle, whether the same is ready made or from an outside source; and this responsibility may not be transferred, conveyed, assigned to any other person, company, corporation or entity without the previous written approval of the State.

Extension of warranty and or other policy adjustments will be considered when constant maintenance is required or if replacement parts prove unsound. The State of Michigan shall expect the manufacturer to have an adequate stock of replacement parts available to service State of Michigan and Authorized Local Units of Government vehicles and to make delivery of all replacement parts to their dealers who may service State of Michigan and Authorized Local Units of Government vehicles, within a reasonable time. The prime contractor will be required to contact the State of Michigan and Authorized Local Units of Government within ten (10) days after receipt of a contract release or purchase order, to arrange procedures concerning the implementation of warranty claims and to designate personnel to handle claims.

The State further expects that warranty service and repairs as well as non-warranty service and repairs will be handled without prejudice.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING

Orders may be transmitted via fax, e-mail, or delivered by mail.

The Contractor's customer service must respond to Authorized Local Units of Government inquiries promptly.

1.202 TRAINING - Reserved

1.203 REPORTING - Reserved

1.204 SPECIAL PROGRAMS - Reserved

1.205 SECURITY - Reserved

1.3 Delivery Capabilities

1.301 TIME FRAMES

It is requested that all orders be delivered within 90-120 calendar days after receipt of order. Exact delivery will be determined by delivery schedules plus seven calendar days from order release date.

1.302 MINIMUM ORDER

It is required that the minimum order shall be one (1) unit.

1.303 PACKAGING - Reserved

1.304 PALLETIZING - Reserved



1.305 DELIVERY TERM

Prices are "F.O.B. Dealership" with transportation charges prepaid to the primary contractor location on all orders for Authorized Local Units of Government. The contract also includes a delivery cost per mile to facilitate calculation of delivery cost to various locations within the State of Michigan.

1.306 ACCEPTABLE DELIVERABLES/PPM EXPLANATION

- A. Principle Period of Maintenance (PPM) will be the same hours as the State's normal working hours (currently Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding a one (1) hour lunch period, excepting State observed holidays).
- B. The PPM hours may be changed upon thirty (30) days written notice by mutual agreement, except the Contractor shall make every reasonable effort to change his schedule in a shorter period of time.

The contractor will proceed expeditiously to complete the repair of any defect or failure reported by the State in the shortest practicable time except that it shall not exceed five (5) State working days following notice of defect unless agency and contractor mutually agree on alternate repair arrangements. Such alternate arrangements shall be made within five (5) State working days of defect notice. If the Contractor fails to repair the equipment within five (5) State working days, the State shall have as its option the right to obtain the required repair from other sources, or to complete the work itself and hold the contractor liable for any cost incurred. The State as its option for amounts due may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

If the Contractor fails to remit amounts due, these claims shall be subject to the standard State of Michigan Collection Claim Procedures by the State Treasury Department, in addition failure to remit amounts due may be considered cause for a contractor to be considered in default.

1.307 DRIVER DELIVERY

Contractors will be permitted to drive vehicles to final destinations in compliance with the "Affidavit for Driver Delivery" attached.

Delivery must be made between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday ONLY, excluding State Holidays. Contractors must contact the ordering agency 48 hours prior to scheduled delivery time and date, to obtain confirmation of staff availability.

1.308 PRE-DELIVERY SERVICE & CONDITIONS

Prior to delivery, each vehicle shall be serviced and inspected by the dealer or his agent. At a minimum, this pre-delivery service and inspection shall cover the specifications listed in the State of Michigan Specifications. A copy of the contractors inspection and service check, including the contractors and vehicle identification, check off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicles crank case, differential and transmission shall be filled to the manufacturer's recommended capacity and the fuel tank shall have a minimum of one-fourth (3) of a tank of fuel when the vehicle arrives at the delivery destination. The vehicle shall be clean and free from defects when delivered.

Each unit shall have an initial fill of windshield washer solution with solvent giving winter protection.



The receiving Departments have been instructed to make immediate inspection on receipt of units and to process payment documents promptly. Payment documents, however, will be delayed if the vehicle fails to comply with specification requirements. Therefore, we wish to impress on contract dealers that close pre-delivery inspection in accordance with specifications be made.

1.4 Project Price

1.401 PROPOSAL PRICING

Pricing is shown on the contract item listing, including options to allow customization of orders to meet agency specific needs.

1.402 PRICE TERM

Prices quoted are the maximum to be charged during the term of the contract.

1.403 QUICK PAYMENT TERMS - Reserved

1.404 INVOICING

The contractor shall submit two (2) copies of invoices, one (1) to the "Bill To" address and one (1) the "Ship To" address.

1.405 TITLE FEES

Prices include the cost of title fees for each vehicle.

If the State of Michigan modifies the cost of vehicle titles during the contract period, either the state or the contractor may request a price adjustment to reflect the actual change.

1.406 LATE PAYMENT TERMS

The maximum payment of "Vendor Late Payment Charges" will be approved if the deliveries are within the specified time and if the vehicles satisfactorily comply with the inspections requirements of this ITB in accordance with Public Act 279 of 1984.

1.407 MANUFACTURER'S REBATE (INCENTIVES)

In any circumstance during or prior to completion of the contract, whereupon the State of Michigan and Authorized Local Units of Government (customer) becomes eligible to receive a rebate for any vehicle purchased under the contract, it shall be the prime contractors responsibility to inform the State of Michigan and Authorized Local Units of Government, in writing, of its qualification for such rebate and to advise the procedures of obtaining such rebates.

1.5 Quantity term

(X) Requirements – Vendor agrees to supply all that Authorized Local Units of Government require.

1.6 Equipment Installation

1.601 NON-FACTORY INSTALLED EQUIPMENT

The contract includes, if applicable, a listing of equipment to be furnished that is not installed at the point of vehicle manufacturer.



1.602 COMPLIANCE WITH SPECIFICATIONS

If equipment does not fully comply with specifications, the contract shall include a list of designated exceptions to specifications.

1.603 OPTIONAL EQUIPMENT AND ACCESSORIES

Factory Equipment not specifically listed in the contract and/or State of Michigan Specifications may be added in accordance with the current Kelley Blue Book in effect at the time of order, using the Dealer Cost Column. Authorized Local Units of Government may implement such changes on a direct basis with the contractor.

1.604 AFFIDAVIT FOR DRIVER DELIVERY

Vehicles may be driven to the final delivery destination if the following conditions are met:

1. The drivers of the vehicles are correctly licensed and trained in proper vehicle operation.
2. The dealership accepts all responsibility and liability for vehicles in transit.
3. The requesting contractor must sign the affidavit below and submit this with the bid.

The contractor accepts all responsibility and liability for vehicles in transit and guarantees vehicles shall be transported in a safe, proper, and efficient manner.

I understand that the State may cancel approval of this affidavit at any time during the contract if the contractor fails to meet the above obligations.

Kurt Evans
Signed

6/3/05
Dated

Fleet Sales Manager
Title

Bergen Chevrolet
Contractor



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This contract will be for the Chevrolet, 2006 model year, Patrol Tahoe, per State of Michigan, Specification 3905-0013, dated May 2005. It is understood that due to manufacturing limitations orders may only be acceptable through September 2005. However, it is also understood that the manufacturer shall create an excess inventory that will be accessible through the contract.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for Authorized Local Units of Government. Where actions are a combination of those of Acquisition Services and Authorized Local Units of Government, the authority will be known as the State.

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

Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget
Acquisition Services
Attn: Jeffrey A. White
Or
Seleana Samuel
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-0305
whitej1@michigan.gov

2.003 NOTICE

Any notice given to a party under the Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.



2.004 CONTRACT TERM

The term of this contract will be for eleven (11) months, or until inventories are no longer available, which ever occurs first, and commences with the issuance of a contract. This will be August 15, 2005 through July 1, 2006, or until inventories are expired, which ever comes last.

2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing the agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)

MI OSHA MCL §§ 408.1001 – 408.1094

Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.

Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.

MI Consumer Protection Act MCL §§ 445.901 – 445.922

Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.

Department of Civil Service Rules and regulations

Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.

Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

Davis-Bacon Act (DBA) 40 USCU §§ 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.

Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

Rules and regulations of the Equal Employment Opportunity Commission (EEOC)

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.

The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.

The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.

The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.

The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106

Sherman Act, 15 U.S.C.S. § 1 et seq.

Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.

Clayton Act, 15 U.S.C.S. § 14 et seq.

2.007 RELATIONSHIP OF THE PARTIES

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

**2.008 HEADINGS**

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

2.009 MERGER

The contract document will constitute the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

2.010 SEVERABILITY

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

2.011 SURVIVORSHIP

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

2.012 NO WAIVER OF DEFAULT

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

2.013 PURCHASE ORDERS

Orders for delivery of commodities and/or services will be issued directly by Authorized local units of government, through the issuance of a Purchase Orders referencing this contract agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

2.1 Vendor/Contractor Obligations**2.101 ACCOUNTING RECORDS**

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

2.102 NOTIFICATION OF OWNERSHIP

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.



2. The Contractor shall also notify Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE - Reserved

2.104 IT STANDARDS - Reserved

2.105 PERFORMANCE AND RELIABILITY - Reserved

2.106 PREVAILING WAGE - Reserved

2.107 PAYROLL AND BASIC RECORDS - Reserved

2.108 COMPETITION IN SUB-CONTRACTING

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

2.109 CALL CENTER DISCLOSURE - Reserved

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

2.202 CONTRACT PAYMENT SCHEDULE

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

2.203 POSSIBLE PROGRESS PAYMENT - Reserved

2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS - Reserved

2.205 ELECTRONIC PAYMENT AVAILABILITY - Reserved

2.206 PERFORMANCE OF WORK BY CONTRACTOR - Reserved



2.207 QUALIFIED CONTRACTORS

The primary contractor must be an "Authorized Dealership", for the manufacturer of the vehicles, which the contractor proposes to furnish.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

2.302 CONTRACTOR RESPONSIBILITIES

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

2.303 ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

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

The Contractor must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address in the contract.

2.304 TAXES

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

**2.305 INDEMNIFICATION - Reserved****2.306 LIMITATION OF LIABILITY - Reserved****2.307 CONTRACT DISTRIBUTION**

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

2.308 FORM, FUNCTION, AND UTILITY

If the good or service provided under this Contract do not meet the form, function, and utility required by the State Agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION

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

2.310 PURCHASE FROM OTHER STATE AGENCIES - Reserved**2.311 TRANSITION ASSISTANCE - Reserved****2.312 WORK PRODUCT - Reserved****2.313 PROPRIETY RIGHTS - Reserved****2.314 WEBSITE INCORPORATION**

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

2.4 Contract Review and Evaluation**2.401 CONTRACT COMPLIANCE INSPECTOR**

The person named below will be allowed to oversee the Contract performance on a day-to-day basis. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

Jeffrey White or Seleana Samuel
Michigan Department of Management and Budget
Acquisition Services
Lansing, MI
Telephone No. (517) 373-0305 or 241-2619



2.402 PERFORMANCE REVIEWS

Acquisition Services may review with the Contractor their performance under the Contract. Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

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

2.403 AUDIT OF CONTRACT COMPLIANCE & RECORDS AND INSPECTIONS

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

- (a) Inspection of Work Performed. The State's authorized representatives shall at all reasonable times and with ten (10) days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and shall have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon ten (10) Days prior written notice and during business hours, the State's representatives shall be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that such access will not interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives, so long as no security, labor relations policies and propriety information policies are violated.
- (b) Examination of Records. No more than once per year, Contractor agrees that the State, including its duly authorized representatives, until the expiration of seven (7) years following the creation of the material (collectively, the "Audit Period"), shall, upon twenty (20) days prior written notice, have access to and the right to examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the terms and conditions of the Contract and with applicable laws and rules, including the State's procurement rules, regulations and procedures, and actual performance of the Contract for the purpose of conducting an audit, examination, excerpt and/or transcription but the State shall not have access to any information deemed confidential to Contractor to the extent such access would require such confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.
- (c) Retention of Records. Contractor shall maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract in accordance with generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records shall be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.



- (d) Audit Resolution. If necessary, the Contractor and the State shall meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within thirty (30) days from receipt of such report, unless a shorter response time is specified in such report. The Contractor and the State shall develop and agree upon an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in such audit report.
1. Errors. If the audit demonstrates any errors in the statements provided to the State, then the amount in error shall be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four (4) quarterly statements. If a balance remains after four (4) quarterly statements, then the remaining amount will be due as a payment or refund within forty-five (45) days of the last quarterly statement that the balance appeared on or termination of the contract, whichever is earlier.
 2. In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than ten (10%), then the Contractor shall pay all of the reasonable costs of the audit.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 QUALITY ASSURANCE

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

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

2.503 INSPECTION - Reserved

2.504 GENERAL WARRANTIES

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

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

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



2.505 CONTRACTOR WARRANTIES

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments, and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the Michigan Department of Transportation, Automotive & Equipment Division by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.
11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the Michigan Department of Transportation, Automotive & Equipment Division (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the Michigan Department of Transportation, Automotive & Equipment Division or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any Affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.



15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.
16. The contractor shall have a factory dealer with repair facilities and personnel in Michigan, or may be a factory dealer with repair facilities and personnel in Michigan capable of handling corrections, and warranty follow-up.

2.506 STAFF

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

2.507 SOFTWARE WARRANTIES - Reserved

2.508 EQUIPMENT WARRANTY

A minimum warranty of one year shall be provided on all components, including all parts and labor. The warranty shall start on the in-service date, which is when the ordering agency first begins to use the unit.

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

- A. Principle Period of Maintenance (PPM) will be the same hours as the State's normal working hours (currently Monday through Friday, 8:00 A.M. to 4:00 P.M., excluding a one (1) hour lunch period, excepting State observed holidays).
- B. The PPM hours may be changed upon thirty (30) days written notice by mutual agreement, except the Contractor shall make every reasonable effort to change his schedule in a shorter period of time.

Within five (5) business days of notification from the State of Michigan and Authorized Local Units of Government, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State of Michigan and Authorized Local Units of Government to report equipment failures and problems to be remedied by the Contractor.



The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State of Michigan and Authorized Local Units of Government any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

2.509 Reserved

2.6 Breach of Contract

2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional



payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.7 Remedies

2.701 CANCELLATION

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

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

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

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

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

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

2.702 RIGHTS UPON CANCELLATION

A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4.) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

**B. Reserved****C. Reservation of Rights**

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

2.703 LIQUIDATED DAMAGES

- A. The State of Michigan and Authorized Local Units of Government and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State of Michigan and Authorized Local Units of Government that the actual damages to the State of Michigan and Authorized Local Units of Government as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State of Michigan and Authorized Local Units of Government and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State of Michigan and Authorized Local Units of Government as a result thereof. Accordingly, in the event of such damages, at the written direction of the State of Michigan and Authorized Local Units of Government, the Contractor shall pay the State of Michigan or Authorized Local Units of Government the indicated amount as liquidated damages, and not as a penalty. Amounts due the State of Michigan and Authorized Local Units of Government as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State of Michigan and Authorized Local Units of Government from any money payable to the Contractor pursuant to this Contract. The State of Michigan or Authorized Local Units of Government will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State of Michigan and Authorized Local Units of Government deducts such sums from money payable to the Contractor. No delay by the State of Michigan and Authorized Local Units of Government in assessing or collecting liquidated damages shall be construed as a waiver of such rights.
- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State of Michigan and Authorized Local Units of Government, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.
- C. Liquidated damages will be assessed as follows:

If the contractor does not deliver the vehicle/s, ready for use on or before the scheduled delivery date, the contractor shall pay to the State and/or Local Unit of Government, as fixed and agreed, liquidated damages, for each calendar day between the delivery date specified and the date of final delivery, but not more than 30 calendar days in lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of the Purchase Order/Departmental Contract Release Form unit cost per vehicle.

If some, but not all, of the vehicle/s described in the Purchase Order/Departmental Contract Release Form are delivered ready for use, by the scheduled delivery date, liquidated damages shall not accrue against the vehicle/s delivered.

If the delay is more than thirty 30 calendar days, then by written notice to the Contractor, the State and/or Local Unit of Government may terminate the right of the contractor to deliver, and may obtain substitute vehicle/s. In this event, the Contractor shall be liable for liquidated damages in the amounts specified above until acceptable substitute vehicle/s are delivered, ready for use, or for 30 days from the scheduled delivery date, whichever occurs first.



2.704 STOP WORK

1. The State and/or Local Unit of Government may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a) Cancel the stop work order; or
 - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State and/or Local Unit of Government shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State and/or Local Unit of Government may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State and/or Local Unit of Government shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State and/or Local Unit of Government shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State and/or Local Unit of Government shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

2.705 SUSPENSION OF WORK

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:



- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order);
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

2.8 Changes, Modifications, and Amendments

2.801 APPROVALS

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

2.802 TIME EXTENTIONS

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.

2.803 MODIFICATION

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

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

2.804 AUDIT AND RECORDS UPON MODIFICATION

All bidders will be subject to the Federal Transportation Administration's (FTA) 49 DFR Part 663 for Pre-Award and Post Delivery Audits of Rolling Stock Purchases. Prior to final award recommendation of a contract, the Michigan Department of Transportation, Automotive & Equipment Division will conduct a pre-award audit of the contractor that is being considered to verify that the contractor has successfully met all of the following requirements: 1) Federal Motor Vehicle Safety Requirements, 2) Federal Buy American Requirements, and 3) Grantee's Bid Specifications. Post-Delivery Audits shall include a "Road Test" of each unit.

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:



1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (a) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
 - (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- (b) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

2.806 LIABILITY INSURANCE

A. Insurance

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

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

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

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



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

See www.michigan.gov/cis

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

Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

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

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

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

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

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

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



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

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

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

B. Subcontractors

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

C. Certificates of Insurance and Other Requirements

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.



Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance. If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.



Item Listing

Item No.	Unit	Description	Unit Price
1	EA	<p>4 Door, Sport Utility, Patrol Tahoe, 4 x 2, Per State of Michigan, Specification 3905-0013, dated May 2005.</p> <p>Make: <u>Chevrolet</u> Model: <u>Tahoe CC15706</u></p> <p>Model Year: 2006</p> <p><u>Deletions:</u> Paint Color, Dulex 93-032 Pilot Inspection</p> <p><u>Additions</u> Paint Color; Standard Manufacturer Color, to be selected at time of order.</p> <p>F.O.B.: Dealership</p> <p>Delivery cost per mile: \$ 1.25</p>	\$26,406.00
		Options: If the following options are not required they may be deleted at the prices listed below:	
		Locking Differential	-\$ 244.85
		Keyless Entry	-\$ 62.25
		Class III Hitch	-\$ 147.85
		Remove Door Molding	-\$ 21.75
		Auxiliary Dome Light	-\$ 44.89
		Auxiliary Speaker harness	-\$ 38.29
		State of Michigan Seat Covers	-\$ 430.09
		Rear Windows In-operable	-\$ 45.65
		Dual Spot Lights	-\$ 664.00
		Dual Battery	-\$ 92.96
		Base Price Without all of the above options:	\$ 24,613.42

Specifications

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
OFFICE OF PURCHASING

Specifications for
POLICE - 2-WHEEL DRIVE

4 DOOR SPORT UTILITY

Body on Frame Construction

Large

(160 + cubic feet volume)

MAKE

Chevrolet Police Tahoe

BID REQUIREMENTS

Prior to bidding, a car dealer, manufacturer, or representative will be required to furnish a "police package" vehicle for test purposes. All test vehicles shall be **2006** models, which are equipped with the drive train, suspension, and brake components, as well as tires and interior appointments and instrumentation as called for in the specification requirements on all vehicles in this requisition. Submitters of vehicles shall declare in writing any deviations from the specifications at the time of delivery of these test vehicles. Interior and exterior colors shall be the manufacturer's option. One extra set of engine belts and four (4) wheels and tires shall be provided on test day for each car submitted. Test vehicles submitted shall have undergone sufficient break-in to permit extended periods of maximum acceleration and high speed driving. Brakes on the test car shall have been burnished prior to delivery.

Test cars shall be delivered to the Vehicle and Travel Services, State Secondary Complex, 6951 Crouner Drive, Lansing, Michigan, no later than **4 p.m., Thursday, September 8, 2005**.

Each vehicle will be subjected to six competitive and qualification tests. Any vehicle, which fails to meet the minimum standards, found under the Qualification Testing section of this specification will not be considered for this bid.

The State of Michigan shall not be responsible for any damage during the tests or the condition of the vehicle when returned to the submitter after testing. Furthermore, all cars tested will be at the owner's risk for any damage occurring to the vehicles for any reason. The test vehicles will be tested and driven under the supervision of the Michigan Department of State Police by employees of the department or personnel designated by the department.

Vehicles used for testing will be available for pick up by the submitter no later than one (1) month following completion of testing.

SPECIFICATION

MODEL

2006 CURRENT NEW - STANDARD FACTORY EQUIPPED:

Vehicles to be factory equipped with the following items, unless dealer installation is herein permitted.

AIR BAGS

Vehicle to be equipped with driver frontal impact, passenger frontal impact, and side impact seat air bag passive restraint system.

AIR CONDITIONING

System must be designed to prevent component damage due to high speed driving.

ALTERNATOR

Transistorized regulator, minimum curb idle output of 110 amps/@221 degrees F (at manufacturer's recommended idle speed) with 125 amps/@221 degrees F maximum output capacity. Shall be of heavy-duty design, capable of surviving patrol car operation. Output ratings are for typical summer underhood ambient temperatures Fahrenheit and not S.A.E. rating method.

ANTENNA

Vehicle to be equipped with standard AM/FM original equipment antenna.

ANTIFREEZE

To be equipped with antifreeze protection to -35 degrees F minimum.

BATTERY

Vehicle to be equipped with dual battery system.

BODY SIDE MOLDING

Vehicle to be equipped with body side molding. Molding on front doors to be deleted. No holes to be on doors for moldings.

BRAKES

Vehicle to be equipped with power assisted, four wheel disc anti-lock brake system.

CIGARETTE LIGHTER AND POWER PORT

To be located on instrument panel, wired independent of ignition system.

COOLING SYSTEM

Vehicle to have maximum size cooling system available, incorporating "coolant recovery" system.

DIFFERENTIAL

Heavy-duty, limited slip required.

ENGINE

Engine to be the largest cubic inch/liter displacement available in the model of the vehicle submitted, with specific displacement to the manufacturer's option, providing the car will meet or exceed the vehicle performance requirements in the Qualification Testing section of this specification.

FLOOR MAT

Heavy-duty full floor mat, front, rear, and cargo area, rubber preferred.

GLASS

All windows shall be heat absorbing (tinted) type.

HEADLIGHTS

Vehicle must have DRL (Daylight Running Lights) headlights deactivated. Equipped with high and low beam quartz-halogen headlights.

HOOD LATCH RELEASE

To be equipped with inside hood latch release.

KEYS

Eight (8) keys to be furnished with each car. Vehicle to be equipped with eight (8) remote entry key fobs.

LICENSE PLATE BRACKETS

Vehicle shall be equipped with manufacturer supplied front and rear license plate brackets Dealer may install.

LIGHTS, INTERIOR

Dome light to be mounted on headliner on longitudinal centerline of vehicle approximately 25" from windshield garnish molding. Dome light to be controlled by moving the instrument light intensity switch to maximum position. Operation to be independent of other lights. Vehicle to be equipped with two, separately switched, map lights, to direct a restricted beam of light to the driver and/or the front seat passenger. Exact mounting position to be approved by the Michigan State Police. No interior light to be illuminated by open doors.

Vehicle to be equipped with an auxiliary light mounted next to the windshield garnish molding in center of vehicle. This auxiliary light to be a dome type light with switch mounted adjacent to or an integral part of the light. Operation of auxiliary light to be independent of standard dome light. May be dealer installed. Must be approved by Michigan State Police.

LIGHTS, OTHER

Vehicle also to be equipped with courtesy lights under instrument panel, cargo area light, controlled by a motion switch and lights-on warning system.

LOCKS

To be equipped with power door locks. All locks on a car to be keyed alike, different key for each car.

MIRRORS, REARVIEW (INSIDE)

Day/night type.

MIRRORS, SIDEVIEW (OUTSIDE)

Remote control type, installed on left-hand and right-hand doors. Controls to be within convenient reach of driver. Rectangular design approximate size 5" x 3", minimum viewing area of 15 square inches.

PAINT COLOR

To be same color as Dulux 93-032. Paint color code to be indicated on production code plate.

PILOT INSPECTION

On any order of 15 or more vehicles and prior to initial delivery of patrol vehicles, the manufacturer shall schedule a pilot model inspection in order to determine compliance with the specifications. The inspection shall be conducted at each point of vehicle assembly. The manufacturer will be responsible for all travel costs incurred for the pilot inspection

PREDELIVERY SERVICE

Vehicles to undergo predelivery service as provided in the State of Michigan Specification Book. May be completed by dealer.

RADIO

Radio to be standard equipment model.

RADIO NOISE SUPPRESSION

Vehicle shall be equipped with standard AM and police radio noise suppression package, including any optional grounding straps. The vehicle shall not interfere with signals received or transmitted by the mobile police radio system, nor shall the vehicle be affected by the operation of a police mobile transmitter.

RADIO SPEAKERS

A permanent magnet speaker(s), either oval or round, to be mounted in the speaker opening(s) provided on the dash/door of the unit. Speaker(s) to be of a quality equal to automotive grade. Speaker leads connected to the speaker terminals, not grounded, shall extend three feet beyond the lower edge of the center of the dashboard. (Dealer may install wiring extensions).

Two/Four Speaker Installation: Speakers to be located on left and right sides of the dashboard (preferred location) or positioned in the forward portion of the left and right hand front doors. Four-speaker system to include two additional speakers installed in the rear of the vehicle. Voice coil impedance of all speakers combined shall equal 8 ohms, power handling capacity 10 watts, minimum.

REAR WINDOW DEFOGGER

Electrical grid type. Control to be within convenient reach of driver, control switch to be clearly marked as to function.

SEAT ASSEMBLY, FRONT

Bucket seat type, 45/45 or 40/40, individually adjustable. The drivers seat only to be 6-way power. Both front seats to have heavy-duty interior construction designed for rugged police use; comfortable foam padded seat cushions and backs with seat bolster **anti-wear protection for firearm and other police equipment**. A minimum width of ten (10) inches, from the floor to the top of the seat cushion is required between the bucket seats to permit the installation of electronic radio equipment.

SPARE TIRE

Full size spare tire and wheel to be mounted inside or under vehicle.

SPECIAL ENGINEERING, POLICE PACKAGE

Vehicle to be equipped with the manufacturer's engineered Police Package, capable of emergency high speed vehicle operations.

SPEEDOMETER

Shall be calibrated to within ± 3 mph accuracy, 0 - 140 mph scale minimum. Analog type scale graduations to be linear and of 1 or 2 mph increments. Digital type speedometers shall be in 1-mph increments.

SPOTLIGHTS

Unity Model #330 spotlight (equipped with halogen spotlamp H7635) to be mounted on the left-hand and right-hand "A" pillar. Left and right spotlights to be wired independent of ignition, individually fused with up to 15-amp capacity. Spotlight fuse shall be readily accessible, with location in the fuse panel preferred. Spotlights shall be factory installed if offered by the vehicle manufacturer. The vehicle manufacturer shall authorize any non-factory installation. Installation to be approved by Michigan State Police.

STEERING

Manufacturer to provide power steering, which affords maximum "firm feel" and fast return characteristics, designed for high speed emergency type driving.

STEERING WHEEL

Tilt type steering wheel required. Round with anti-slip surface.

SUSPENSION SYSTEM, POLICE

To include heavy-duty springs, front and rear, in combination with heavy-duty shock absorbers, and front and rear heavy-duty stabilizer bars.

TIRES

Tires, including spare, to be police pursuit radials, per State of Michigan specification 5260-S1. Speed rating to meet or exceed vehicle performance capabilities. Tire to be approved by Michigan State Police.

TOOLS

Wheel wrench and jack.

TOWING PACKAGE

Vehicle to be equipped with a trailer towing package and a Class III frame mounted receiver hitch. May be dealer installed.

TRANSMISSION

To be 3- or 4-speed, fully automatic, heaviest duty available. Must incorporate low gear lockout to prevent manual shifting, may be electronically controlled. Transmission selector shall be shortest design available to minimize intrusion of the equipment mounting area.

TRIM

Front and rear bumper valances (fascias), if painted to be color coordinated. Color to be approved by Michigan State Police.

UPHOLSTERY

Seats to be upholstered in heavy-duty cloth with anti wear materials for firearm. Combination of heavy-duty cloth and vinyl. Blue preferred medium or dark gray acceptable.

WHEELS AND COVERS

To be of heavy-duty construction, designed for police use, wheels to be black. Hubcaps preferred, full wheel covers acceptable.

WINDOWS, POWER

Side windows to be electrically powered with each door having its own window control. The driver's door to have controls for all windows. Rear door power window switches to be deactivated. Rear power windows to be operable from driver's position only.

WINDSHIELD WIPERS/WASHERS

Multiple speed electric, to include intermittent feature. Vehicle also to be equipped with rear window wiper and washer if single rear door or tailgate is used. High speed anti lift characteristics required

NOTE: No dealer advertising to be on vehicles.

PRE-DELIVERY SERVICE

The term "Pre-Delivery Service and Inspection" as used in State of Michigan Specifications includes the following:

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
 - a. Radiator
 - b. Windshield Washer
 - c. Battery
 - d. Power steering pump
 - e. Brake master cylinder
 - f. Engine oil
 - g. Transmission fluid level.
3. Mechanical operation of vehicle:
 - a. Steering gear and linkage
 - b. Suspension assembly, front and rear
 - c. Proper tire pressure to normal rated road requirements
 - d. Hood latch
 - e. Head lights, aim and adjust
 - f. Front wheel toe in and torque wheel nuts
 - g. Seat and shoulder belts operative
 - h. All locks and latches to be operative
 - i. Windshield wiper and washer to be operative
 - j. Proper adjustment to all drive belts
4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.
5. **Miscellaneous items to be furnished:**
 - a. **Manufacturers Window Sticker shall not be removed from vehicle**
 - b. **Odometer Certification, and Vehicle Curb Weight at time of delivery**
 - c. **Manufacturers or Dealers Pre-Delivery Check Sheet**
 - d. **Vehicle shall have a Minimum of (4) Gallons of Fuel in tank when delivered**
 - e. **Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.**
6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted. Forty-eight (48) hour notice required prior to delivery.

It is intended that vehicles delivered in accordance with the Michigan specifications will be complete, including mechanical details, general workmanship and appearance, and shall be delivered complete with all warranty service books and identification plate.

Failure to adhere to specifications may be reason to delay payment.

Prepared For:
State of Michigan
Tahoe Police Vehicle
ITB # 07115200227

Prepared By:
Robert M. Evans
Berger Chevrolet Fleet Manager
2525 28th Street S.E.
Grand Rapids, MI 49512
Phone: (616) 949-5200
Fax: (616) 988-9178
E-mail: bevens@bergerchevy.com



Chevrolet Tahoe Police Vehicle 4dr CC15706

VEHICLE DETAILS

SELECTED MODEL - CC15706 4dr

<u>Code</u>	<u>Description</u>	<u>Front Wt</u>	<u>Rear Wt</u>
CC15706	2006 Chevrolet Tahoe Police Vehicle 4dr	* 2,658.00	* 2,260.00

SELECTED VEHICLE COLORS - CC15706 4dr

<u>Code</u>	<u>Description</u>
-	Interior: No color has been selected.
-	Exterior 1: No color has been selected.
-	Exterior 2: No color has been selected.

SELECTED OPTIONS - CC15706 4dr

<u>Code</u>	<u>Description</u>
PPV	IDENTIFIER, POLICE VEHICLE, utilized to identify a vehicle as a police/fire for marketing, order-build process and emission certification purposes. (Must be specified.)
VPV	SHIP THRU. Dealer "Invoice Only" charge for cost to transport vehicle from plant to 2nd stage activity and return to plant.
E52	BODY, LIFTGATE WITH LIFTGLASS, REAR DOOR SYSTEM, includes rear-window wiper/washer
FE9	EMISSIONS, FEDERAL REQUIREMENTS
L59	ENGINE, VORTEC 5300 V8 SFI FLEX-FUEL capable of running on unleaded or up to 85% ethanol (295 HP [219.7 kW] @ 5200 rpm, 335 lb.-ft. [452.3 N-m] @ 4000 rpm) (STD)
M30	TRANSMISSION, 4-SPEED AUTOMATIC , electronically controlled with overdrive (STD)
G80	DIFFERENTIAL, LOCKING, HEAVY-DUTY, REAR
GT4	REAR AXLE, 3.73 RATIO (STD)
1ST	PREFERRED EQUIPMENT GROUP Includes Standard Equipment

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 101.1, Data updated 5/31/2005 12:07:00 PM
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Customer File:

Prepared For:
State of Michigan
Tahoe Police Vehicle
ITB # 07115200227

Prepared By:
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Chevrolet Tahoe Police Vehicle 4dr CC15706

VEHICLE DETAILS

SELECTED OPTIONS - CC15706 4dr

<u>Code</u>	<u>Description</u>
A95	SEATS, FRONT CUSTOM CLOTH RECLINING BUCKETS, includes adjustable head restraints, inboard armrests, 6-way power adjustable driver seat and rear storage pockets
<u>__D</u>	CUSTOM CLOTH SEAT TRIM
ZY1	SOLID PAINT (STD)
UM7	SOUND SYSTEM, ETR AM/FM STEREO includes seek-and-scan, digital clock (STD) (Upgradeable to (UB1) Sound system, ETR AM/FM stereo with CD and cassette player or (9R0) Sound system, AM/FM stereo with cassette.)
AMF	KEYLESS ENTRY, REMOTE FLEET PACKAGE, PROGRAMMABLE, includes 6 additional remotes
ANJ	GLASS, NON-DEEP TINTED *CREDIT*
TFD	RETAIL AMENITY DELETE *CREDIT*
<u>.001</u>	Class III frame mounted receiver hitch with 7-way wiring.
<u>.002</u>	Removal of door molding only
<u>KT6C7</u>	Auxiliary dome light
<u>KTWX7</u>	Auxiliary radio speaker harness
<u>.KTSCV-</u>	Driver side seat cover-State of Michigan Specs
<u>LH</u>	
<u>.KTSCV-</u>	Passenger side seat cover-State of Michigan Specs
<u>RH</u>	
6N5	SWITCHES, REAR WINDOW INOPERATIVE (rear windows can only operate from driver's position)
7X6	SPOTLAMP, LEFT-HAND
7X7	SPOTLAMPS, LEFT-AND RIGHT-HAND
8Y9	BATTERY, DUAL 700 CCA , provides dual batteries powering the starter. Each battery is 770 CCA.
9G8	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE , deletes standard daytime running lamps and automatic headlamp control features from the vehicle for police stealth surveillance.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

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