

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

June 17, 2008

CHANGE NOTICE NO. 2
 TO

CONTRACT NO. 071B5200328

between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF VENDOR Alvan Motor Freight Inc. 3600 Alvan Road Kalamazoo, MI 49001 knoppe@alvanmotor.com	TELEPHONE: Gary Schmidt (800) 632-4172 ext. 230
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Terry Harris Intrastate Freight Services - Central States Michigan, Illinois, Indiana, Ohio & Wisconsin (LTL) Statewide	
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2009	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS \$49.00	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately the Contract is hereby EXTENDED for one (1) year to July 1, 2009 and the minimum delivery fee is INCREASED from \$49.00 To \$51.00

AUTHORITY/REASON:

Per vendor contact (Karen Noppe) and DMB Purchasing Operations

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$500,000.00

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

July 8, 2005

CHANGE NOTICE NO. 1
TO

CONTRACT NO. 071B5200328

between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Alvan Motor Freight Inc. 3600 Alvan Road Kalamazoo, MI 49001	TELEPHONE: Gary Schmidt (800) 632-4172 ext. 230
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Terry Harris Intrastate Freight Services - Central States Michigan, Illinois, Indiana, Ohio & Wisconsin (LTL) Statewide	
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2008	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS \$49.00	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE (S):

Effective immediately there will be a 7.5% LTL fuel charge (Less Than Truckload). This fuel charge will be established by checking the Department of Energy (DOE) index price each Monday. All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per agency and vendor agreement.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$500,000.00

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

July 8, 2005

**NOTICE
 OF**

**CONTRACT NO. 071B5200328
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Alvan Motor Freight Inc. 3600 Alvan Road Kalamazoo, MI 49001	TELEPHONE: Gary Schmidt (800) 632-4172 ext. 230
	VENDOR NUMBER/MAIL CODE (001)
	BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Terry Harris Intrastate Freight Services - Central States Michigan, Illinois, Indiana, Ohio & Wisconsin (LTL) Statewide	
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2008	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">\$49.00</p>	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of **ITB #07115200003** this Contract Agreement and the vendor's quote dated **April 26, 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: \$500,000.00

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

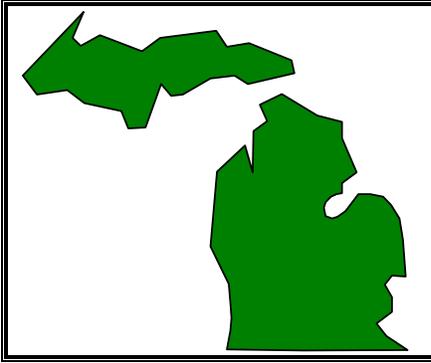
CONTRACT NO. 071B5200328
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Alvan Motor Freight Inc. 3600 Alvan Road Kalamazoo, MI 49001	TELEPHONE: Gary Schmidt (800) 632-4172 ext. 230 VENDOR NUMBER/MAIL CODE (001) BUYER/CA (517) 241-1650 Terry Harris
Contract Compliance Inspector: Terry Harris Intrastate Freight Services - Central States Michigan, Illinois, Indiana, Ohio & Wisconsin (LTL) Statewide	
CONTRACT PERIOD: From: July 1, 2005 To: July 1, 2008	
TERMS <p style="text-align: center;">Net 30 Days</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">\$49.00</p>	
MISCELLANEOUS INFORMATION: The terms and conditions of this Contract are those of ITB #07115200003 this Contract Agreement and the vendor's quote dated April 26, 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: \$500,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the [ITB No.07115200003](#). Orders for delivery of equipment will be issued directly by the [Department of Management and Budget](#) through the issuance of a Purchase Order Form.

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

FOR THE VENDOR: <p style="text-align: center;">Alvan Motor Freight Inc.</p> <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>	FOR THE STATE: <p style="text-align: center;">Signature</p> <p style="text-align: center;">William C. Walsh, Buyer/Manager</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">Commodities Division, Acquisition Services</p> <hr/> <p style="text-align: center;">Title</p> <hr/> <p style="text-align: center;">Date</p>
---	---



STATE OF MICHIGAN
Department of Management and Budget
Acquisition Services

Contract No. [071B5200328](#)
Freight Services Less-Than-Truckload (LTL)
Central States (Intrastate)
(Illinois, Indiana, Michigan, Ohio & Wisconsin)

Buyer Name: [Terry Harris](#)
Telephone Number: [\(517\) 241-1650](#)
E-Mail Address: harrist@michigan.gov



Freight Services Less-Than-Truckload Intrastate

Article1 – Statement of Work (SOW)	3
1.0 Introduction	3
1.001 PROJECT TITLE AND DESCRIPTION	3
1.002 PROJECT CONTROL	3
1.003 COMMENCEMENT OF WORK.....	3
1.1 Product Quality	3
1.101 SPECIFICATIONS.....	3
1.2 Service Capabilities	4
1.201 CUSTOMER SERVICE	4
1.202 RESERVED	5
1.203 RESERVED	5
1.204 SECURITY	5
1.3 Delivery Capabilities	5
1.301 RESERVED	5
1.302 MINIMUM ORDER.....	5
1.303 PACKAGING	6
1.304 RESERVED	6
1.305 RESERVED	6
1.306 RESERVED	6
1.4 Project Price	6
1.401 PROPOSAL PRICING.....	6
1.402 RESERVED	6
1.403 PRICE TERM.....	6
1.5 RESERVED	6
1.6 RESERVED	6
Article 2 – General Terms and Conditions	7
2.0 Introduction	7
2.001 GENERAL PURPOSE.....	7
2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR	7
2.003 NOTICE	8
2.004 CONTRACT TERM	8
2.005 GOVERNING LAW.....	8
2.006 APPLICABLE STATUTES.....	8
2.007 RELATIONSHIP OF THE PARTIES	9
2.008 HEADINGS.....	9
2.009 MERGER	9
2.010 SEVERABILITY.....	9
2.011 SURVIVORSHIP.....	9
2.012 NO WAIVER OF DEFAULT	9
2.013 PURCHASE ORDERS	9
2.1 Vendor/Contractor Obligations	10
2.101 ACCOUNTING RECORDS	10
2.102 NOTIFICATION OF OWNERSHIP	10
2.103 SOFTWARE COMPLIANCE	10
2.104 RESERVED	10
2.105 RESERVED PERFORMANCE AND RELIABILITY EVALUATION (PARE)	11
2.106 PREVAILING WAGE.....	11
2.107 PAYROLL AND BASIC RECORDS.....	11
2.108 COMPETITION IN SUB-CONTRACTING.....	11
2.109 CALL CENTER DISCLOSURE.....	11
2.2 Contract Performance	11
2.201 TIME IS OF THE ESSENCE	11
2.202 RESERVED CONTRACT PAYMENT SCHEDULE	11
2.203 RESERVED POSSIBLE PROGRESS PAYMENTS	11
2.204 RESERVED POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)	11
2.205 ELECTRONIC PAYMENT AVAILABILITY	11



2.206	RESERVED PERFORMANCE OF WORK BY CONTRACTOR	11
2.3	Contract Rights and Obligations.....	11
2.301	INCURRING COSTS	11
2.302	CONTRACTOR RESPONSIBILITIES.....	11
2.303	ASSIGNMENT AND DELEGATION	12
2.304	TAXES	12
2.305	INDEMNIFICATION.....	12
2.306	LIMITATION OF LIABILITY	14
2.307	CONTRACT DISTRIBUTION	14
2.308	FORM, FUNCTION, AND UTILITY	14
2.309	ASSIGNMENT OF ANTITRUST CAUSE OF ACTION.....	15
2.310	RESERVED PURCHASING FROM OTHER STATE AGENCIES.....	15
2.311	TRANSITION ASSISTANCE.....	15
2.312	RESERVED	15
2.313	RESERVED	15
2.314	WEBSITE INCORPORATION.....	15
2.4	Contract Review and Evaluation	15
2.401	CONTRACT COMPLIANCE INSPECTOR	15
2.402	PERFORMANCE REVIEWS	15
2.403	AUDIT OF CONTRACT COMPLIANCE/ Records and Inspections	16
2.5	Quality and Warranties	16
2.501	PROHIBITED PRODUCTS	16
2.502	RESERVED QUALITY ASSURANCE	16
2.503	RESERVED INSPECTION	16
2.504	RESERVED GENERAL WARRANTIES (goods).....	16
2.505	CONTRACTOR WARRANTIES.....	16
2.506	STAFF	17
2.507	RESERVED	17
2.508	RESERVED EQUIPMENT WARRANTY	17
2.509	RESERVED	17
2.6	Breach of Contract.....	17
2.601	BREACH DEFINED.....	17
2.602	NOTICE AND THE RIGHT TO CURE.....	17
2.603	EXCUSABLE FAILURE	18
2.7	Remedies	18
2.701	CANCELLATION.....	18
2.702	RIGHTS UPON CANCELLATION	19
2.703	RESERVED LIQUIDATED DAMAGES	20
2.704	RESERVED STOP WORK.....	20
2.705	RESERVED SUSPENSION OF WORK.....	20
2.8	Changes, Modifications, and Amendments	20
2.801	APPROVALS.....	20
2.802	TIME EXTENTIONS	20
2.803	MODIFICATION.....	20
2.804	RESERVED AUDIT AND RECORDS UPON MODIFICATION	20
2.805	CHANGES	20
2.806	LIABILITY INSURANCE	21

Attachments:

- Attachment "A" ...F.O.B Chart
- Attachment "B" ...Carrier Profile Sheet
- Attachment "C" ...Pony Rate Table
- Attachment "D" ...Pricing Sheet
- Attachment "E" ...Map & Discount/% Sheet
- Attachment "F" ...Bidder's Check List
- Attachment "G" ...State of MI Agencies Locations



Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 PROJECT TITLE AND DESCRIPTION

This Contract is for *Freight* Services less-than-truckload (LTL) intrastate all central States Upper Peninsula (Illinois, Indiana, Michigan, Ohio & Wisconsin).

1.002 PROJECT CONTROL

Project Control

- a. The Contractor will carry out this project under the direction and control of the *Department of Management and Budget Acquisition Services*.

1.003 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

1.1 Product Quality

1.101 SPECIFICATIONS

This Contract for is intrastate freight transportation of outbound and inbound less-than-truck load for the State of Michigan. The successful bidder shall also agree to furnish the specialized transportation services as described herein to other governmental agencies and political subdivisions of the State of Michigan such as colleges, universities, school districts cities, counties, etc., under the same terms and conditions. These entities are understood to be included in the meaning of shipper for the purposes of this Contract. The estimated LTL tonnage shipped for the State of Michigan and local units of government as follows:

Inbound total weight (estimated): 2,000,000 lbs.

Outbound total weight (estimated): 900,000 lbs.

The foregoing tonnage is not a guarantee of a specific number of shipments or total volume. The shipper does not guarantee to ship any specific number of LTL shipments, i.e., no minimum annual volume upon award of this Contract.

Contractor must submit a true, correct and complete copy of their Intrastate Commerce Commission permit with their bid. The shipper and carrier agree that each and every shipment tendered to the carriers under the contract shall be deemed a tender to the carrier as a motor contract carrier, regardless of whether carrier has common carrier authority. The carrier represents and warrants that it is authorized pursuant to the permit issued to carrier by the Intrastate Commerce Commission to transport as a motor contract carrier, freight as described in this contract from, to, or between all pints and placed in the United States, Canada, and Mexico.

Contractor must be able to demonstrate an established, successful track record or past performance in duties and responsibilities related to intrastate transportation of shipments as described herein. This can be established by providing a copy of the carrier annual report, reports to the ICC, or glance sheets and income and expense statements. Bidders must submit a statement of qualifications which will include as a minimum the names, telephone numbers, and addresses of three reference companies or institution for whom similar services have been performed within the past 24 months. Preferably, at least one reference provided will be from a local firm, agency or division, and at least one reference provided from a national firm or agency.



1.2 Service Capabilities

1.201 CUSTOMER SERVICE

1. Provision of firm rates for one year.
2. Problem Resolution: Normal problem resolution regarding shipment pick-up, delivery (associated with day-to-day carrier operations), claims handling, and incorrect billing, shall be resolved via local or toll-free long distance service. The Contractor shall include in their bid the names and telephone numbers of individuals to contact for problems are resolved in bidder's organization. (See Carrier Profile Sheet.) The carrier shall closely coordinate all services and communications with shipper personnel.
3. Contract Authority: Include the name and telephone number of the individual(s) authorized to negotiate rates, enter into contracts, an otherwise commit the carrier to rate agreements. (See Carrier Profile Sheet.)
4. Time is of the essence in carrier's performance under the contract unless more specifically provided in the contract, or bill of lading. Carrier shall be responsible to transport shipments for the shipper with prompt and reasonable dispatch; provided, however, that in no event shall the carrier be required to transport any shipment from origin to destination in less time than is necessary to fully comply with all applicable safety regulations. Carrier shall provide serviceable equipment as the shipper may require, properly manned and maintained in good operative condition at all times, and shall furnish all necessary accessories or devices to adequately secure and protect shipper's property. (See Carrier Profile Sheet.)
5. Maintenance of a safety program. This should include, but not necessarily be limited to vehicle maintenance and inspection, procedures for driver selection, screening and monitoring. Carrier shall provide a copy of most recent safety program implemented.
6. Maintenance of a satisfactory Safety Rating with DOT. Carrier shall provide a copy of their satisfactory safety rating with DOT. (See Carrier Profile Sheet.)
7. Preference to shipper upon request when equipment is in short supply.

B. Tracking Capability

Carriers shall describe their shipment tracking capability as part of their bid.

C. Equipment and Facilities

Bidding carriers must be able to demonstrate the ability to provide the transportation services commensurate with the needs of the State as specified herein. Carriers should include as part of their bid information substantiating their ability to provide adequate levels of service. Such information should include but not be limited to:

1. Number of trucks and trailers (including their ages) in fleet to meet transportation needs specified; and
2. Description of facilities and operations that may be utilized in the performance of transportation services. (See Carrier Profile Sheet.)

D. Loss or Damage to Shipments

The contractual terms of carriage shall be the same as those contained in the Domestic Straight Bill of Lading as published in the National Motor Freight Classification in effect during the period covered by this contract. Such terms apply whether a Straight Bill of Lading or any other form is issued, and 49 CFR 1005 will apply for the purpose of filing loss and damage claims. Carrier assumes full responsibility and shall be liable to the shipper for any and all loss of or damage to shipper's property while in carrier's possession or control or resulting from carrier's performance or failure to perform hereunder, unless such loss or damage is caused by an act of God, act of war, insurrection, riot, civil war, inherent vice of the property being transported, and act or omission of shipper or any cause beyond carrier's control. In the event all or any portion of any shipment is lost, stolen, or damaged while being transported or handled by carrier, carrier shall pay shipper the current market price of any such products. Claims must be filed within nine months after delivery of the shipment and the filing or such a claim is a condition precedent to the institution of a lawsuit.

E. Payment of Fees and Taxes

Carrier shall pay any and all inspection and license fees and taxes assessed or charged by any governmental authority (federal, state, or municipal) for the transportation services rendered in this contract and shall indemnify and hold harmless shipper from and against any and all liabilities and claims thereof and shall make all reports required within respect thereto.

F. Reports

The successful carrier shall be required to submit to the Traffic person, State of Michigan, Office of Acquisition Services, monthly and quarterly reports (either hard copy or electronic data) listing the number of shipments, Carrier Pro numbers, purchase order numbers, points of origin and destination, shipment weights, classification number(s), pick-up and delivery dates, freight rates if moving on State contract, applicable rate discounts, if freight is prepaid or collect, and if any loss or damage occurred to a shipment. This report may include additional information as deemed necessary by the carrier.

**G. Invoicing**

The State agrees to pay the carrier for services provided in the amount specified in accordance with the schedule of rates awarded to carrier. Carrier must invoice individually each state department and agency or political subdivision utilizing the contract. All freight bills for services rendered must include or be accompanied by details for each shipment including at least the name and address of the shipper, purchase order number, pick-up point, the consignee, shipment date, shipment weight, total items, NMFC number(s), contract freight rate or charge, and total transportation charge. A sample freight bill should be included with the bid response.

H. Assignment

The contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of any BPO resulting from this ITB of its rights, title, or interest therein or its power to execute such agreement to any other person, company, corporation, or entity without the previous written approval of the state. While the state may approve payment to be assigned to another party or may approve the issuance of two-party checks, the state assumes no liability for payment other than to the contractor.

I. Conflict of Terms

In the event of any conflict between the standard terms and conditions and any bidder specification terms and conditions, the State's specification terms and conditions will govern.

1.202 RESERVED**1.203 RESERVED****1.204 SECURITY**

The Contract may require frequent deliveries to State of Michigan facilities. Contractor shall discuss all measures utilized by their firm to ensure the security and safety of these buildings. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. delivery people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, contractor shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, contractor shall provide the results of all security background checks.

The State will decide whether to issue State ID badges to the contractor's delivery personnel or accept the ID badge issued to delivery personnel by the contractor.

The State may decide to also perform a security background check. If so, bidders will be required to provide to the State a list of all delivery people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

1.3 Delivery Capabilities**1.301 RESERVED****1.302 MINIMUM ORDER**

The minimum freight charge is \$49.00. The contractor's minimum freight charge is \$49.00 requirement is less than **\$49.00**, that minimum, which will become the minimum freight charge.

Also, inbound and outbound minimum freight charge \$49.00, with a discount of 63.7%.

**1.303 PACKAGING**

The contractor shall provide packaging that most closely meets these packaging sizes. The State reserves the right of final approval on packaging offered by the contractor.

Packaging and containers, etc., shall be in accordance with supplier's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

1.304 RESERVED**1.305 RESERVED****1.306 RESERVED****1.4 Project Price****1.401 PROPOSAL PRICING**

See attached Item Listing for pricing.

1.402 RESERVED**1.403 PRICE TERM**

Carriers must complete and submit as part of their bid the attached Pricing and Information Summary Worksheet.

All **INTRASTATE** rates and charges or discounts shall be based on using the State of Michigan's rating system **RDWY 507G**-class tariff (minus the 106 arbitrary provision charge) as the base rates. Rates will apply for both collect and prepaid shipments. The carrier shall not make separate sales to state agencies or political subdivisions at less than contract pricing in like or similar quantities to those on contract with the shipper.

The rate will be based on classifications set forth in the **National Motor Freight Classification 100 (NMFC)**. (Sample sheet attached.)

The rules and accessorial services tariff of the carrier awarded the contract will apply. The rates will be applicable to all direct and interline points as published in the carrier's routing or service guides.

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be **RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE**, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the **CONTRACT** may be cancelled. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

1.5 RESERVED**1.6 RESERVED**



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is for *intrastate freight of less-than-truckload (LTL)* for the State of Michigan and central States Illinois, Indiana, Michigan, Ohio and Wisconsin. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

The scope of this Contract includes the intrastate transportation of outbound prepaid, inbound collect and third party prepay shipments where the shipper is the payer of the freight charges on the bill of lading at the time of shipment and will apply for LTL shipments for the State of Michigan. The successful bidder shall also agree to furnish the specialized transportation services as described herein to other governmental agencies and political subdivisions of the State of Michigan such as colleges, universities, school districts, cities, counties under the same terms and conditions. These entities are understood to be included in the meaning of shipper for the purposes of this agreement.

The estimated LTL tonnage shipped in year of 2000 is approximately two million pounds including inbound, outbound nine hundred thousand intrastate freight shipment.

The foregoing estimated tonnage is not a guarantee of a specific number of shipments or total volume. The shipper does not guarantee to ship any specific number of LTL shipments, i.e., no minimum annual volume.

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

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, issue the Contract. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to 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: [Terry Harris](#)
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-1650
harrist@michigan.gov



2.003 NOTICE

Any notice given to a party under this 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 three (3) years and will commence with the issuance of a Contract. This will be approximately *July 1, 2005* through *July 1, 2008*.

Option. The State reserves the right to exercise two (2) one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Extension. At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within thirty (30) days, provided that the State gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

2.005 GOVERNING LAW

The carrier shall comply with all laws, rules and regulations (Federal, State and Municipal) that may have application to the transportation services provided for the shipper, and shall indemnify and hold harmless the shipper from and against any failure of the carrier to comply with any such laws, rules and regulations, to the extent provided by law. The shipper shall not be responsible to the carrier for fines and penalties incurred by carrier or its employees for speeding, reckless driving or any other infraction or violation of the law, and carrier shall indemnify and hold harmless the shipper from and against any and all liability with respect thereto.

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 USC § 276(a), et seq.

Contract Work Hours and Safety Standards Act (CWHSSA) 40 USC § 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 and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

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

This document constitutes 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 may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.



Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing 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 the 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

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

2.104 RESERVED

**2.105 RESERVED PERFORMANCE AND RELIABILITY EVALUATION (PARE)****2.106 PREVAILING WAGE****2.107 PAYROLL AND BASIC RECORDS****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

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

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 RESERVED CONTRACT PAYMENT SCHEDULE**2.203 RESERVED POSSIBLE PROGRESS PAYMENTS****2.204 RESERVED POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. Vendor is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at www.cpexpress.state.mi.us.

2.206 RESERVED PERFORMANCE OF WORK BY CONTRACTOR**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.

Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.

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

General Indemnification

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

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



bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;

5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.

Patent/Copyright Infringement Indemnification

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

Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

Continuation of Indemnification Obligation

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

Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor



shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.

- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

2.306 LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The State's liability for damages to the Contractor shall be limited to the value of the Contract.

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



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 RESERVED PURCHASING FROM OTHER STATE AGENCIES

2.311 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to *thirty (30) days* after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

2.312 RESERVED

2.313 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

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. 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:

Terry Harris
Department of Management and Budget
Acquisition Services
530 W. Allegan
harrist@michigan.gov

2.402 PERFORMANCE REVIEWS

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



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

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.

2.5 Quality and Warranties

2.501 PROHIBITED PRODUCTS

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

2.502 RESERVED QUALITY ASSURANCE

2.503 RESERVED INSPECTION

2.504 RESERVED GENERAL WARRANTIES (goods)

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 state 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. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
12. The Contractor is qualified and registered to transact business in all locations where required.
13. 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.
14. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of 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.

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 RESERVED

2.508 RESERVED EQUIPMENT WARRANTY

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.

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

Termination Assistance. If this Contract (or any Statement of Work issued under it) is terminated for any reason prior to completion, Contractor agrees to provide for up to six (6) months after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of this Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance. Such termination assistance shall be at no additional charge to the State if the termination is for Contractor's Default pursuant to Section 2.602; otherwise the State shall compensate Contractor for such termination assistance on a time and materials basis in accordance with the Amendment Labor Rates identified within this Contract agreement.

**2.703 RESERVED LIQUIDATED DAMAGES****2.704 RESERVED STOP WORK****2.705 RESERVED SUSPENSION OF WORK****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 RESERVED AUDIT AND RECORDS UPON MODIFICATION**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 State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- (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

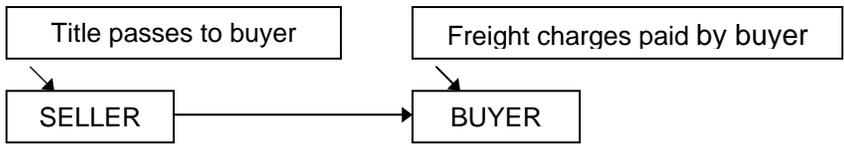
Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insured's, 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.



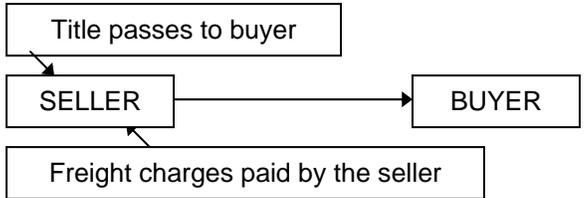
FOB CHART
THE EFFECT OF SELLING TERMS ON DISTRIBUTING COMMODITIES

(1) Terms of Sale: F.O.B. Origin, Freight Collect.



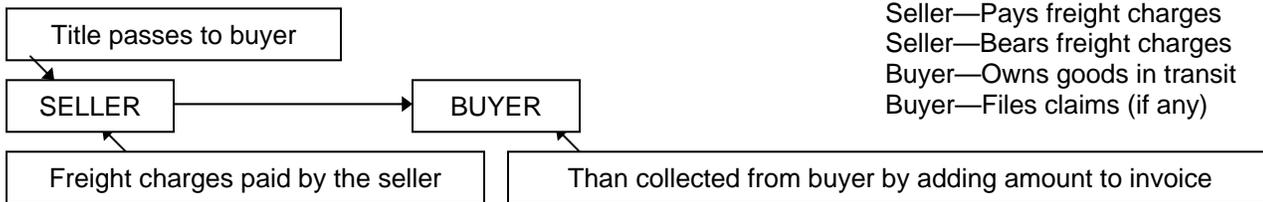
Buyer—Pays freight charges
Buyer—Bears freight charges
Buyer—Owns goods in transit
Buyer—Files claims (if any)

(2) Terms of Sale: F.O.B. Origin, Freight Prepaid.



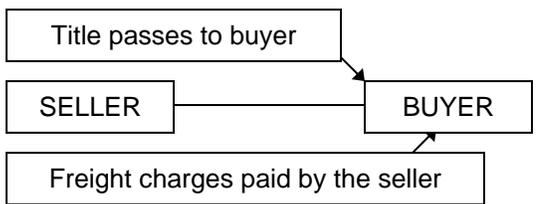
Seller—Pays freight charges
Seller—Bears freight charges
Buyer—Owns goods in transit
Buyer—Files claims (if any)

(3) Terms of Sale: F.O.B. Origin, Freight Prepaid and Charges Back.



Seller—Pays freight charges
Seller—Bears freight charges
Buyer—Owns goods in transit
Buyer—Files claims (if any)

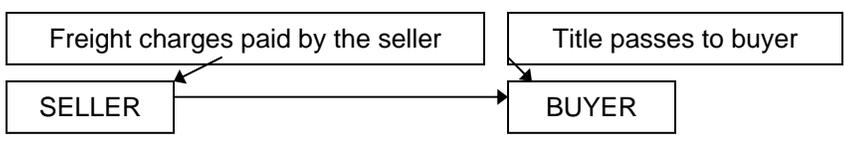
(4) Terms of Sale: F.O.B. Destination, Freight Collect.



Seller—Pays freight charges
Seller—Bears freight charges
Buyer—Owns goods in transit
Buyer—Files claims (if any)

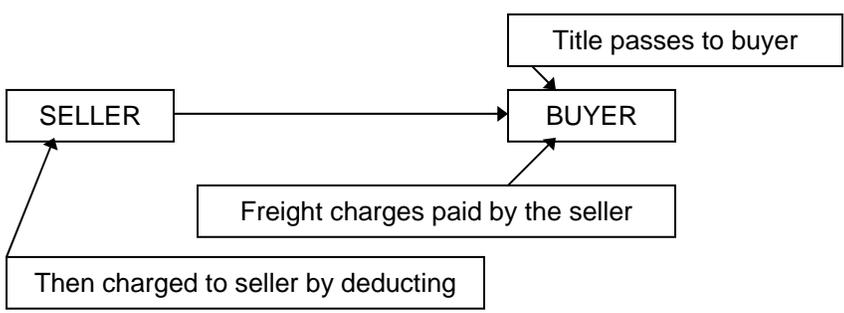
Most advantageous to buyer if seller is willing because seller retains ownership until delivery

(5) Terms of Sale: F.O.B. Destination, Freight Prepaid.



Seller—Pays freight charges
Seller—Bears freight charges
Seller—Owns goods in transit
Seller—Files claims (if any)

(6) Terms of Sale: F.O.B. Destination, Freight Prepaid.



Buyer—Pays freight charges
Seller—Bears freight charges
Seller—Owns goods in transit
Seller—Files claims (if any)



CARRIER PROFILE SHEET

CARRIER: Alvan Motor Freight CONTACT: MR. Gary Schmidt

ADDRESS: 3600 Alvan Road TITLE: pricing & Traffic Manager

Kalamazoo, MI 49001 TELEPHONE: 800-632-4172, ext. 230

YEARS IN BUSINESS: 64 ANNUAL REVENUE: \$77,000,000.00

IF CARRIER HAS RECENTLY MERGED WITH ANOTHER CARRIER, DATE OF MERGER AND NAME OF CARRIER PURCHASED: NO

PRINCIPAL GEOGRAPHICAL AREAS SERVED: (Please include map and points served)

Alvan serves all points in the states of Michigan

Illinois, Indiana, Ohio and Wisconsin

MAJOR CUSTOMERS: Delphi Inc., General Motors, Lear Corporation

NUMBER OF COMPANY OWNED OR LEASED TRACTORS: 373

AGES OF OWNED OR LEASED TRACTORS: Avg. 1998

NUMBER OF COMPANY DRIVERS: 600 NUMBER OF OWENER OPERATORS: 0

NUMBER OF COMPANY OWNED OR LEASED TRAILERS: 768

AGES OF OWNED OR LEASED TRAILERS: Avg. 1997

ABLE AND WILLING TO HANDLE TRUCKLOAD FREIGHT: YES ___ NO X

AVERAGE OPERATING RATIO FOR PAST 5 YEARS: 2004- 96.05, 2003- 101.25, 2002 - 98.7

TOTAL OPERATING REVENUE: \$ 77,000,000 CLAIM RATIO: 2001- 99.6, 2000 - 93.4
2004 - 0.43%

INSURANCE LIABILITY: \$1,000,000 CARGO: \$500,000

PROVIDE COPY OF ICC INTRASTATE AUTHORITY.

PROVIDE COPY OF MICHIGAN INTRASTATE AUTHORITY.

PROVIDE COPY OF MOST RECENT AND DATE OF U.S. DOT SAFETY MANAGEMENT AUDIT.

RATING GIVEN: Satisfactory

COMMENTS:

SIGNATURE: _____

DATE: _____

NOTE: ATTACH COPIES OF AUTHORITIES, FINANCIAL DATA, AND INSURANCE CERTIFICATES.



PONY RATE TABLE

<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Class</u>	<u>MC</u>	<u>L5C</u>	<u>5C</u>	<u>1M</u>	<u>2M</u>	<u>5M</u>	<u>10M</u>	<u>20M</u>
Edmonton	AB	T5S 1C3	55	\$194.74	\$97.02	\$82.71	\$77.41	\$75.02	\$59.93	\$54.10	\$41.63
Edmonton	AB	T5S 1C3	70	\$194.74	\$120.78	\$102.96	\$96.36	\$93.38	\$74.61	\$68.58	\$52.77
Edmonton	AB	T5S 1C3	85	\$194.74	\$144.53	\$123.21	\$115.31	\$111.75	\$89.29	\$83.06	\$63.91
Edmonton	AB	T5S 1C3	100	\$194.74	\$169.48	\$144.48	\$135.22	\$131.05	\$104.70	\$97.54	\$75.05
Tallassee	AL	36078	55	\$98.91	\$41.43	\$34.18	\$25.88	\$21.12	\$15.09	\$12.04	\$11.33
Tallassee	AL	36078	70	\$98.91	\$48.12	\$39.69	\$30.06	\$24.53	\$17.53	\$14.40	\$12.00
Tallassee	AL	36078	85	\$98.91	\$54.86	\$45.25	\$34.26	\$27.97	\$19.98	\$16.84	\$12.72
Tallassee	AL	36078	100	\$98.91	\$63.74	\$52.58	\$39.81	\$32.50	\$23.22	\$19.73	\$14.65
Trussville	AL	35173	55	\$80.94	\$33.90	\$26.96	\$20.54	\$16.71	\$11.87	\$9.44	\$8.82
Trussville	AL	35173	70	\$80.94	\$39.37	\$31.31	\$23.85	\$19.41	\$13.78	\$11.29	\$9.34
Trussville	AL	35173	85	\$80.94	\$44.89	\$35.69	\$27.19	\$22.13	\$15.71	\$13.20	\$9.90
Trussville	AL	35173	100	\$80.94	\$52.16	\$41.47	\$31.60	\$25.72	\$18.26	\$15.47	\$11.40
Harrison	AR	72601	55	\$79.85	\$28.73	\$23.82	\$21.56	\$18.81	\$14.24	\$12.34	\$10.21
Harrison	AR	72601	70	\$79.85	\$35.58	\$29.51	\$26.71	\$23.30	\$17.64	\$15.48	\$12.82
Harrison	AR	72601	85	\$79.85	\$41.04	\$34.04	\$30.80	\$26.87	\$20.34	\$18.14	\$15.01
Harrison	AR	72601	100	\$79.85	\$49.10	\$40.72	\$36.85	\$32.15	\$24.34	\$21.69	\$17.96
Nogales	AZ	85621	55	\$115.43	\$53.54	\$40.15	\$33.27	\$28.66	\$25.21	\$20.84	\$20.32
Nogales	AZ	85621	70	\$115.43	\$63.00	\$47.25	\$39.15	\$33.72	\$29.67	\$24.57	\$23.66
Nogales	AZ	85621	85	\$115.43	\$72.80	\$54.59	\$45.24	\$38.97	\$34.29	\$28.43	\$27.63
Nogales	AZ	85621	100	\$115.43	\$85.73	\$64.28	\$53.27	\$45.89	\$40.37	\$33.58	\$32.33
Los Angeles	CA	90016	55	\$116.82	\$54.20	\$40.61	\$33.66	\$28.99	\$25.54	\$21.09	\$20.57
Los Angeles	CA	90016	70	\$116.82	\$63.78	\$47.79	\$39.61	\$34.11	\$30.06	\$24.87	\$23.96
Los Angeles	CA	90016	85	\$116.82	\$73.70	\$55.22	\$45.77	\$39.42	\$34.73	\$28.78	\$27.98
Los Angeles	CA	90016	100	\$116.82	\$86.78	\$65.03	\$53.89	\$46.42	\$40.90	\$33.98	\$32.75
Ontario	CA	91761	55	\$114.53	\$53.14	\$39.81	\$32.99	\$28.42	\$25.04	\$20.68	\$20.17
Ontario	CA	91761	70	\$114.53	\$62.53	\$46.85	\$38.83	\$33.44	\$29.47	\$24.39	\$23.49
Ontario	CA	91761	85	\$114.53	\$72.25	\$54.14	\$44.87	\$38.65	\$34.05	\$28.22	\$27.43
Ontario	CA	91761	100	\$114.53	\$85.08	\$63.75	\$52.83	\$45.51	\$40.10	\$33.32	\$32.10
Vista	CA	92083	55	\$114.48	\$53.87	\$40.36	\$33.47	\$28.81	\$25.38	\$20.97	\$20.44
Vista	CA	92083	70	\$114.48	\$63.40	\$47.49	\$39.39	\$33.90	\$29.87	\$24.72	\$23.81
Vista	CA	92083	85	\$114.48	\$73.26	\$54.88	\$45.51	\$39.17	\$34.52	\$28.61	\$27.79
Vista	CA	92083	100	\$114.48	\$86.27	\$64.62	\$53.59	\$46.13	\$40.64	\$33.79	\$32.53
Gilman	CT	06336	55	\$76.32	\$30.46	\$23.94	\$19.75	\$17.44	\$14.00	\$12.60	\$10.63
Gilman	CT	06336	70	\$76.32	\$35.96	\$28.26	\$23.32	\$20.59	\$16.53	\$14.83	\$12.51
Gilman	CT	06336	85	\$76.32	\$41.46	\$32.58	\$26.88	\$23.74	\$19.06	\$17.13	\$14.45
Gilman	CT	06336	100	\$76.32	\$49.73	\$39.08	\$32.25	\$28.47	\$22.86	\$20.66	\$17.43
Naugatuck	CT	06770	55	\$74.84	\$29.38	\$23.22	\$19.15	\$16.92	\$13.60	\$12.34	\$10.42
Naugatuck	CT	06770	70	\$74.84	\$34.69	\$27.41	\$22.61	\$19.98	\$16.06	\$14.53	\$12.26
Naugatuck	CT	06770	85	\$74.84	\$39.99	\$31.60	\$26.06	\$23.04	\$18.52	\$16.79	\$14.17
Naugatuck	CT	06770	100	\$74.84	\$47.97	\$37.90	\$31.27	\$27.63	\$22.21	\$20.25	\$17.09
Newark	DE	19713	55	\$72.38	\$28.67	\$22.55	\$18.60	\$16.44	\$13.21	\$11.87	\$10.01
Newark	DE	19713	70	\$72.38	\$33.84	\$26.62	\$21.96	\$19.41	\$15.59	\$13.96	\$11.78
Newark	DE	19713	85	\$72.38	\$39.02	\$30.69	\$25.32	\$22.38	\$17.98	\$16.14	\$13.61
Newark	DE	19713	100	\$72.38	\$46.81	\$36.82	\$30.37	\$26.84	\$21.57	\$19.47	\$16.42
Hollywood	FL	33020	55	\$85.22	\$43.51	\$37.01	\$28.13	\$23.55	\$16.85	\$13.38	\$12.69



<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Class</u>	<u>MC</u>	<u>L5C</u>	<u>5C</u>	<u>1M</u>	<u>2M</u>	<u>5M</u>	<u>10M</u>	<u>20M</u>
Hollywood	FL	33020	70	\$85.22	\$50.54	\$42.98	\$32.67	\$27.35	\$19.57	\$16.01	\$13.44
Hollywood	FL	33020	85	\$85.22	\$57.61	\$49.00	\$37.25	\$31.18	\$22.31	\$18.72	\$14.25
Hollywood	FL	33020	100	\$85.22	\$66.94	\$56.94	\$43.28	\$36.23	\$25.92	\$21.94	\$16.41
McDonough	GA	30253	55	\$78.81	\$33.68	\$27.01	\$20.44	\$16.73	\$11.83	\$9.41	\$8.78
McDonough	GA	30253	70	\$78.81	\$39.12	\$31.37	\$23.74	\$19.43	\$13.73	\$11.25	\$9.30
McDonough	GA	30253	85	\$78.81	\$44.60	\$35.76	\$27.07	\$22.15	\$15.66	\$13.16	\$9.86
McDonough	GA	30253	100	\$78.81	\$51.82	\$41.55	\$31.45	\$25.74	\$18.19	\$15.42	\$11.36
Meridian	ID	83642	55	\$104.98	\$48.70	\$36.52	\$30.26	\$26.07	\$22.97	\$18.98	\$18.50
Meridian	ID	83642	70	\$104.98	\$57.31	\$42.98	\$35.61	\$30.68	\$27.04	\$22.38	\$21.54
Meridian	ID	83642	85	\$104.98	\$66.22	\$49.66	\$41.14	\$35.45	\$31.24	\$25.89	\$25.15
Meridian	ID	83642	100	\$104.98	\$77.98	\$58.48	\$48.45	\$41.74	\$36.79	\$30.58	\$29.43
Chicago	IL	60609	55	\$114.52	\$31.41	\$23.59	\$17.37	\$14.63	\$10.44	\$9.22	\$6.64
Chicago	IL	60609	70	\$114.52	\$39.05	\$29.34	\$21.61	\$18.18	\$12.98	\$11.62	\$8.37
Chicago	IL	60609	85	\$114.52	\$43.10	\$32.37	\$23.85	\$20.07	\$14.33	\$12.83	\$9.24
Chicago	IL	60609	100	\$114.52	\$49.98	\$37.54	\$27.65	\$23.27	\$16.62	\$14.82	\$10.68
Westfield	MA	01085	55	\$74.43	\$29.71	\$23.47	\$19.36	\$17.10	\$13.74	\$12.56	\$10.47
Westfield	MA	01085	70	\$74.43	\$35.08	\$27.71	\$22.86	\$20.19	\$16.22	\$14.79	\$12.33
Westfield	MA	01085	85	\$74.43	\$40.45	\$31.95	\$26.36	\$23.28	\$18.70	\$17.09	\$14.24
Westfield	MA	01085	100	\$74.43	\$48.51	\$38.32	\$31.62	\$27.92	\$22.43	\$20.61	\$17.18
Winnipeg	MB	R3T 1L7	55	\$156.92	\$65.56	\$55.18	\$51.21	\$49.66	\$39.63	\$35.79	\$27.54
Winnipeg	MB	R3T 1L7	70	\$156.92	\$81.62	\$68.70	\$63.75	\$61.82	\$49.33	\$45.37	\$34.91
Winnipeg	MB	R3T 1L7	85	\$156.92	\$97.67	\$82.21	\$76.30	\$73.98	\$59.03	\$54.95	\$42.28
Winnipeg	MB	R3T 1L7	100	\$156.92	\$114.53	\$96.40	\$89.47	\$86.75	\$69.23	\$64.52	\$49.65
Gaithersburg	MD	20877	55	\$74.84	\$29.38	\$23.22	\$19.15	\$16.92	\$13.60	\$12.34	\$10.42
Gaithersburg	MD	20877	70	\$74.84	\$34.69	\$27.41	\$22.61	\$19.98	\$16.06	\$14.53	\$12.26
Gaithersburg	MD	20877	85	\$74.84	\$39.99	\$31.60	\$26.06	\$23.04	\$18.52	\$16.79	\$14.17
Gaithersburg	MD	20877	100	\$74.84	\$47.97	\$37.90	\$31.27	\$27.63	\$22.21	\$20.25	\$17.09
Wilton	ME	04294	55	\$79.20	\$32.23	\$25.46	\$21.01	\$18.55	\$14.92	\$13.56	\$11.39
Wilton	ME	04294	70	\$79.20	\$38.05	\$30.06	\$24.80	\$21.90	\$17.61	\$15.96	\$13.41
Wilton	ME	04294	85	\$79.20	\$43.88	\$34.66	\$28.60	\$25.25	\$20.30	\$18.45	\$15.49
Wilton	ME	04294	100	\$79.20	\$52.63	\$41.57	\$34.30	\$30.29	\$24.35	\$22.25	\$18.69
Bayport	MN	55003	55	\$69.29	\$28.43	\$21.60	\$17.98	\$16.87	\$12.78	\$11.69	\$10.01
Bayport	MN	55003	70	\$69.29	\$34.54	\$26.24	\$21.84	\$20.49	\$15.53	\$14.83	\$12.70
Bayport	MN	55003	85	\$69.29	\$39.20	\$29.78	\$24.78	\$23.26	\$17.63	\$17.34	\$14.85
Bayport	MN	55003	100	\$69.29	\$46.39	\$35.24	\$29.33	\$27.52	\$20.86	\$20.71	\$17.74
Bridgeton	MO	63044	55	\$87.08	\$28.48	\$21.33	\$16.36	\$13.73	\$10.33	\$9.12	\$6.82
Bridgeton	MO	63044	70	\$87.08	\$35.42	\$26.53	\$20.35	\$17.07	\$12.85	\$11.51	\$8.60
Bridgeton	MO	63044	85	\$87.08	\$39.09	\$29.28	\$22.46	\$18.85	\$14.18	\$12.70	\$9.50
Bridgeton	MO	63044	100	\$87.08	\$45.33	\$33.96	\$26.04	\$21.85	\$16.44	\$14.67	\$10.97
Tupelo	MS	38804	55	\$82.80	\$34.77	\$27.67	\$21.09	\$17.13	\$12.15	\$9.68	\$9.06
Tupelo	MS	38804	70	\$82.80	\$40.39	\$32.13	\$24.49	\$19.89	\$14.12	\$11.58	\$9.59
Tupelo	MS	38804	85	\$82.80	\$46.04	\$36.63	\$27.92	\$22.68	\$16.09	\$13.55	\$10.17
Tupelo	MS	38804	100	\$82.80	\$53.50	\$42.57	\$32.45	\$26.35	\$18.70	\$15.88	\$11.70
Missoula	MT	59808	55	\$142.22	\$54.76	\$41.27	\$34.32	\$28.65	\$24.11	\$18.25	\$17.05
Missoula	MT	59808	70	\$142.22	\$63.70	\$48.01	\$39.92	\$33.32	\$28.04	\$21.15	\$20.01
Missoula	MT	59808	85	\$142.22	\$73.17	\$55.15	\$45.86	\$38.28	\$32.21	\$24.29	\$22.98



<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Class</u>	<u>MC</u>	<u>L5C</u>	<u>5C</u>	<u>1M</u>	<u>2M</u>	<u>5M</u>	<u>10M</u>	<u>20M</u>
Missoula	MT	59808	100	\$142.22	\$86.07	\$64.87	\$53.95	\$45.03	\$37.89	\$28.66	\$27.11
Conover	NC	28613	55	\$78.04	\$33.36	\$26.74	\$20.24	\$16.56	\$11.71	\$9.32	\$8.70
Conover	NC	28613	70	\$78.04	\$38.74	\$31.05	\$23.50	\$19.23	\$13.60	\$11.16	\$9.21
Conover	NC	28613	85	\$78.04	\$44.17	\$35.41	\$26.79	\$21.93	\$15.50	\$13.04	\$9.76
Conover	NC	28613	100	\$78.04	\$51.32	\$41.14	\$31.14	\$25.48	\$18.01	\$15.29	\$11.24
Hamilton	NC	27840	55	\$80.77	\$35.50	\$29.28	\$22.18	\$18.11	\$12.92	\$10.32	\$9.69
Hamilton	NC	27840	70	\$80.77	\$41.23	\$34.00	\$25.75	\$21.03	\$15.01	\$12.34	\$10.26
Hamilton	NC	27840	85	\$80.77	\$47.01	\$38.76	\$29.36	\$23.98	\$17.11	\$14.43	\$10.88
Hamilton	NC	27840	100	\$80.77	\$54.62	\$45.04	\$34.12	\$27.86	\$19.88	\$16.91	\$12.53
Greenland	NH	03840	55	\$77.83	\$31.12	\$24.58	\$20.29	\$17.91	\$14.40	\$13.10	\$11.01
Greenland	NH	03840	70	\$77.83	\$36.74	\$29.02	\$23.95	\$21.15	\$17.00	\$15.41	\$12.96
Greenland	NH	03840	85	\$77.83	\$42.36	\$33.46	\$27.62	\$24.38	\$19.60	\$17.81	\$14.97
Greenland	NH	03840	100	\$77.83	\$50.81	\$40.13	\$33.12	\$29.25	\$23.51	\$21.48	\$18.05
Bayville	NJ	08721	55	\$71.42	\$27.96	\$21.97	\$18.13	\$16.00	\$12.87	\$11.58	\$9.77
Bayville	NJ	08721	70	\$71.42	\$33.01	\$25.94	\$21.40	\$18.89	\$15.20	\$13.63	\$11.49
Bayville	NJ	08721	85	\$71.42	\$38.06	\$29.91	\$24.68	\$21.78	\$17.52	\$15.75	\$13.28
Bayville	NJ	08721	100	\$71.42	\$45.66	\$35.88	\$29.60	\$26.13	\$21.02	\$18.99	\$16.02
Bellmawr	NJ	08031	55	\$73.11	\$28.95	\$22.77	\$18.79	\$16.60	\$13.34	\$11.98	\$10.11
Bellmawr	NJ	08031	70	\$73.11	\$34.18	\$26.89	\$22.18	\$19.60	\$15.75	\$14.10	\$11.89
Bellmawr	NJ	08031	85	\$73.11	\$39.41	\$31.01	\$25.57	\$22.60	\$18.16	\$16.30	\$13.74
Bellmawr	NJ	08031	100	\$73.11	\$47.27	\$37.19	\$30.67	\$27.11	\$21.78	\$19.66	\$16.58
Somerville	NJ	08876	55	\$85.63	\$31.73	\$25.32	\$20.83	\$18.41	\$15.09	\$11.71	\$9.87
Somerville	NJ	08876	70	\$85.63	\$37.47	\$29.89	\$24.59	\$21.73	\$17.82	\$13.78	\$11.61
Somerville	NJ	08876	85	\$85.63	\$43.20	\$34.47	\$28.35	\$25.06	\$20.55	\$15.93	\$13.42
Somerville	NJ	08876	100	\$85.63	\$51.81	\$41.34	\$34.01	\$30.05	\$24.65	\$19.21	\$16.19
Trenton	NJ	08638	55	\$85.16	\$31.83	\$25.28	\$20.81	\$18.37	\$15.08	\$11.58	\$9.77
Trenton	NJ	08638	70	\$85.16	\$37.58	\$29.85	\$24.57	\$21.69	\$17.81	\$13.63	\$11.49
Trenton	NJ	08638	85	\$85.16	\$43.32	\$34.42	\$28.33	\$25.01	\$20.53	\$15.75	\$13.28
Trenton	NJ	08638	100	\$85.16	\$51.97	\$41.28	\$33.98	\$30.00	\$24.63	\$18.99	\$16.02
Garden City Pk	NY	11040	55	\$91.82	\$40.23	\$32.35	\$23.84	\$21.02	\$17.28	\$13.11	\$9.96
Garden City Pk	NY	11040	70	\$91.82	\$47.80	\$38.43	\$28.33	\$24.98	\$20.53	\$15.77	\$11.98
Garden City Pk	NY	11040	85	\$91.82	\$54.53	\$43.84	\$32.32	\$28.50	\$23.43	\$18.27	\$13.88
Garden City Pk	NY	11040	100	\$91.82	\$65.32	\$52.52	\$38.71	\$34.14	\$28.06	\$21.94	\$16.67
Johnstown	NY	12095	55	\$74.43	\$29.71	\$23.47	\$19.36	\$17.10	\$13.74	\$12.56	\$10.47
Johnstown	NY	12095	70	\$74.43	\$35.08	\$27.71	\$22.86	\$20.19	\$16.22	\$14.79	\$12.33
Johnstown	NY	12095	85	\$74.43	\$40.45	\$31.95	\$26.36	\$23.28	\$18.70	\$17.09	\$14.24
Johnstown	NY	12095	100	\$74.43	\$48.51	\$38.32	\$31.62	\$27.92	\$22.43	\$20.61	\$17.18
Muskogee	OK	74401	55	\$84.03	\$30.51	\$25.33	\$22.90	\$19.92	\$15.22	\$13.12	\$10.88
Muskogee	OK	74401	70	\$84.03	\$37.78	\$31.37	\$28.36	\$24.67	\$18.85	\$16.47	\$13.65
Muskogee	OK	74401	85	\$84.03	\$43.58	\$36.19	\$32.71	\$28.45	\$21.74	\$19.29	\$15.99
Muskogee	OK	74401	100	\$84.03	\$52.14	\$43.29	\$39.13	\$34.04	\$26.01	\$23.07	\$19.13
Bethlehem	PA	18020	55	\$71.88	\$27.87	\$22.01	\$18.15	\$16.03	\$12.88	\$11.71	\$9.87
Bethlehem	PA	18020	70	\$71.88	\$32.90	\$25.99	\$21.42	\$18.93	\$15.21	\$13.78	\$11.61
Bethlehem	PA	18020	85	\$71.88	\$37.94	\$29.96	\$24.70	\$21.83	\$17.54	\$15.93	\$13.42



<u>City</u>	<u>State</u>	<u>Zip</u>	<u>Class</u>	<u>MC</u>	<u>L5C</u>	<u>5C</u>	<u>1M</u>	<u>2M</u>	<u>5M</u>	<u>10M</u>	<u>20M</u>
Bethlehem	PA	18020	100	\$71.88	\$45.50	\$35.94	\$29.63	\$26.18	\$21.03	\$19.21	\$16.19
Lancaster	PA	17603	55	\$70.92	\$27.37	\$21.51	\$17.74	\$15.68	\$12.59	\$11.34	\$9.54
Lancaster	PA	17603	70	\$70.92	\$32.31	\$25.39	\$20.94	\$18.51	\$14.86	\$13.34	\$11.23
Lancaster	PA	17603	85	\$70.92	\$37.26	\$29.28	\$24.15	\$21.35	\$17.14	\$15.41	\$12.97
Lancaster	PA	17603	100	\$70.92	\$44.69	\$35.11	\$28.96	\$25.61	\$20.56	\$18.59	\$15.65
Lewisburg	PA	17837	55	\$69.88	\$26.82	\$21.08	\$17.38	\$15.35	\$12.36	\$11.10	\$9.36
Lewisburg	PA	17837	70	\$69.88	\$31.67	\$24.89	\$20.52	\$18.13	\$14.58	\$13.07	\$11.02
Lewisburg	PA	17837	85	\$69.88	\$36.52	\$28.70	\$23.67	\$20.90	\$16.82	\$15.10	\$12.74
Lewisburg	PA	17837	100	\$69.88	\$43.80	\$34.43	\$28.39	\$25.07	\$20.17	\$18.21	\$15.36
Tipton	PA	16684	55	\$69.57	\$25.74	\$20.25	\$16.70	\$14.76	\$11.84	\$10.67	\$8.98
Tipton	PA	16684	70	\$69.57	\$30.40	\$23.90	\$19.71	\$17.42	\$13.98	\$12.56	\$10.57
Tipton	PA	16684	85	\$69.57	\$35.05	\$27.56	\$22.73	\$20.08	\$16.12	\$14.50	\$12.21
Tipton	PA	16684	100	\$69.57	\$42.03	\$33.06	\$27.27	\$24.09	\$19.34	\$17.50	\$14.72
Seneca	SC	29678	55	\$76.49	\$33.21	\$27.03	\$20.38	\$16.78	\$11.98	\$9.52	\$8.83
Seneca	SC	29678	70	\$76.49	\$38.57	\$31.39	\$23.67	\$19.49	\$13.92	\$11.39	\$9.35
Seneca	SC	29678	85	\$76.49	\$43.97	\$35.78	\$26.98	\$22.22	\$15.87	\$13.32	\$9.91
Seneca	SC	29678	100	\$76.49	\$51.09	\$41.58	\$31.35	\$25.82	\$18.44	\$15.61	\$11.41
Dickson	TN	37055	55	\$75.45	\$31.17	\$23.95	\$17.85	\$14.42	\$10.06	\$7.90	\$7.25
Dickson	TN	37055	70	\$75.45	\$36.21	\$27.81	\$20.73	\$16.75	\$11.69	\$9.45	\$7.68
Dickson	TN	37055	85	\$75.45	\$41.27	\$31.71	\$23.63	\$19.09	\$13.32	\$11.05	\$8.14
Dickson	TN	37055	100	\$75.45	\$47.96	\$36.85	\$27.46	\$22.19	\$15.48	\$12.96	\$9.38
De Soto	TX	75115	55	\$92.02	\$34.79	\$28.78	\$26.06	\$23.03	\$17.52	\$15.18	\$12.59
De Soto	TX	75115	70	\$92.02	\$43.08	\$35.64	\$32.28	\$28.53	\$21.69	\$19.05	\$15.80
De Soto	TX	75115	85	\$92.02	\$49.69	\$41.11	\$37.23	\$32.90	\$25.02	\$22.31	\$18.50
De Soto	TX	75115	100	\$92.02	\$59.45	\$49.19	\$44.55	\$39.36	\$29.94	\$26.69	\$22.13
Logan	UT	84321	55	\$105.70	\$49.04	\$36.77	\$30.45	\$26.23	\$23.12	\$19.09	\$18.60
Logan	UT	84321	70	\$105.70	\$57.71	\$43.27	\$35.83	\$30.87	\$27.21	\$22.51	\$21.67
Logan	UT	84321	85	\$105.70	\$66.68	\$50.00	\$41.40	\$35.67	\$31.43	\$26.05	\$25.30
Logan	UT	84321	100	\$105.70	\$78.53	\$58.87	\$48.76	\$42.00	\$37.02	\$30.76	\$29.61
Richmond	VA	23231	55	\$76.04	\$30.73	\$24.28	\$20.03	\$17.68	\$14.21	\$12.91	\$10.88
Richmond	VA	23231	70	\$76.04	\$36.28	\$28.67	\$23.65	\$20.88	\$16.77	\$15.20	\$12.80
Richmond	VA	23231	85	\$76.04	\$41.83	\$33.05	\$27.27	\$24.07	\$19.34	\$17.55	\$14.79
Richmond	VA	23231	100	\$76.04	\$50.17	\$39.64	\$32.70	\$28.87	\$23.20	\$21.18	\$17.84
Olympia	WA	98501	55	\$117.29	\$55.97	\$41.91	\$34.76	\$29.93	\$26.37	\$21.78	\$21.24
Olympia	WA	98501	70	\$117.29	\$65.86	\$49.32	\$40.91	\$35.22	\$31.03	\$25.68	\$24.73
Olympia	WA	98501	85	\$117.29	\$76.10	\$56.99	\$47.26	\$40.69	\$35.86	\$29.71	\$28.88
Olympia	WA	98501	100	\$117.29	\$89.61	\$67.11	\$55.66	\$47.92	\$42.22	\$35.10	\$33.80
Kaukauna	WI	54130	55	\$68.27	\$25.60	\$19.25	\$15.63	\$14.55	\$10.95	\$9.87	\$8.50
Kaukauna	WI	54130	70	\$68.27	\$31.10	\$23.38	\$18.99	\$17.68	\$13.30	\$12.51	\$10.78
Kaukauna	WI	54130	85	\$68.27	\$35.29	\$26.54	\$21.55	\$20.06	\$15.10	\$14.63	\$12.60
Kaukauna	WI	54130	100	\$68.27	\$41.76	\$31.41	\$25.51	\$23.74	\$17.87	\$17.48	\$15.06



PRICING SHEET—LESS THAN TRUCKLOAD (LTL)

APPLICABLE ACCOUNT NAME (S): State of Michigan, other state government agencies, and political subdivisions such as colleges, universities, school districts, cities, counties, etc.

REFERENCE PUBLICATION: Contract Schedule

COMMODITY DESCRIPTION: Freight Classes—anywhere from class 55 to100.

- RATES APPLICABLE ON:**
1. **INBOUND-COLLECT**
 2. **OUTBOUND-PREPAID**
 3. **THIRD PARTY**

MINIMUM CHARGES—DISCOUNT APPLICATIONS:
FILL IN BLANKS QUOTE ONLY ON STATES SERVED DIRECT.

INTRASTATE – RDW 507G (W/o 106 arbitrary charge)	
1.	INBOUND – SHORT HAUL U.S. Minimum Charge: \$49.00 Discount: %63.7 IN <input type="checkbox"/> IL <input type="checkbox"/> MI <input type="checkbox"/> OH <input type="checkbox"/> WI <input type="checkbox"/> (Check only States which you serve direct)
2.	OUTBOUND – SHORT HAUL U.S. Minimum Charge: \$49.00 Discount: %63.7 IN <input type="checkbox"/> IL <input type="checkbox"/> MI <input type="checkbox"/> OH <input type="checkbox"/> WI <input type="checkbox"/> (Check only States which you serve direct)
3.	THIRD PARTY Minimum Charge: \$49.00 Discount: %63.7

Rules Tariff: Alvan 100
Inside Delivery Charge: \$ 0.00 When requested,
Inside Delivery will be performed at no charge.

The terms and conditions require a minimum freight charge of \$55.00. If the bidder's minimum order requirement is less, indicate that minimum here: \$49.00.

Please indicate the person(s) responsible for administering a BPO should one develop as a result of this ITB.

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

PHONE: _____

PHONE: _____

CARRIER CHECKLIST

THIS CHECKLIST HAS BEEN PROVIDED TO ASSIST EACH BIDDER IN THE PROPER COMPLETION OF THE ITB. PLEASE REVIEW PRIOR TO SUBMITTING BID.

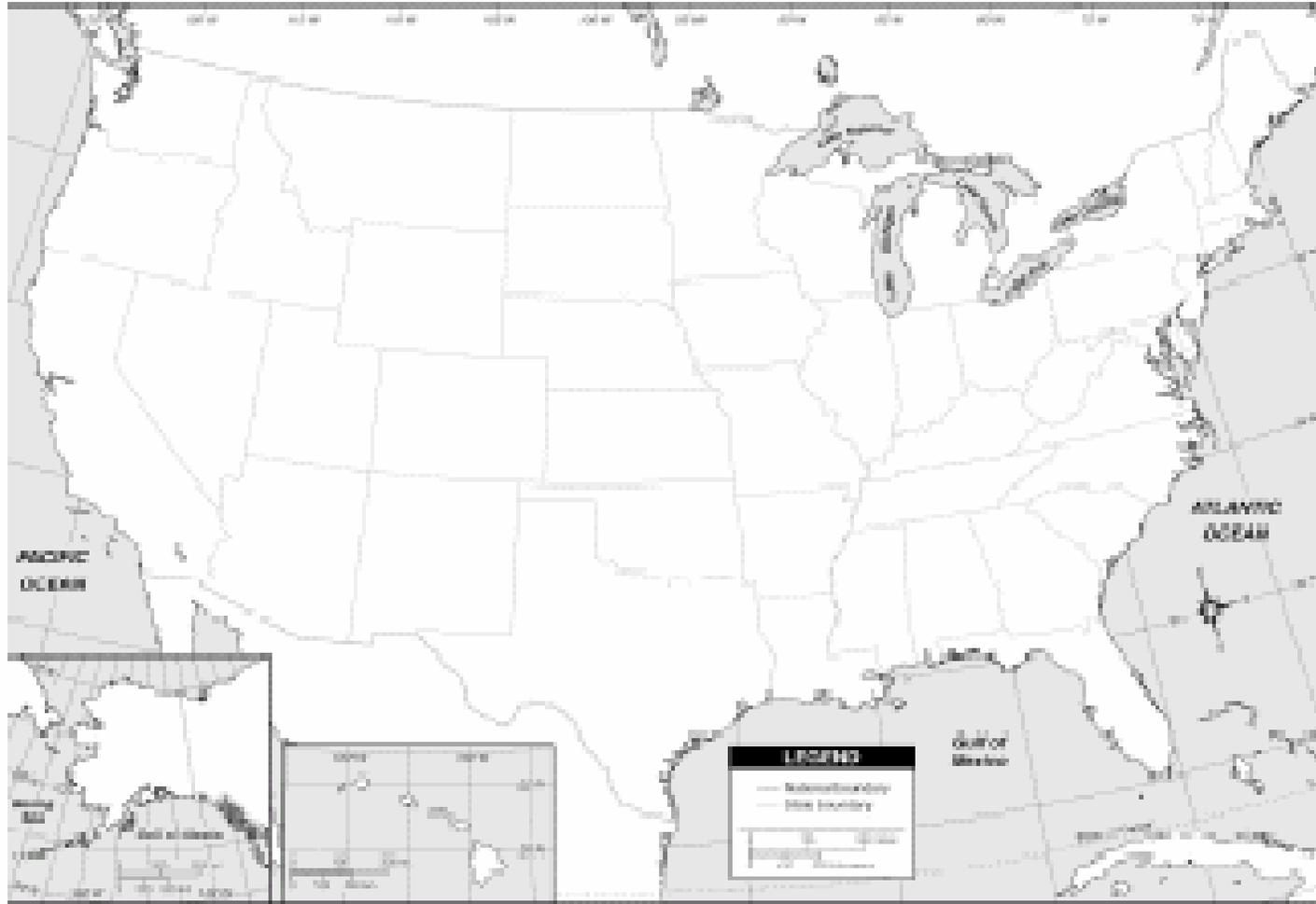


INTRASTATE RATE DISCOUNT PERCENTAGES

AREA _____ PERCENTAGE _____
 AREA _____ PERCENTAGE _____
 AREA _____ PERCENTAGE _____
 AREA _____ PERCENTAGE _____

AREA _____ PERCENTAGE _____
 AREA _____ PERCENTAGE _____
 AREA _____ PERCENTAGE _____
 AREA _____ PERCENTAGE _____

United States



Copyright © 2004 by MIBS Company, All Rights Reserved.

CARRIER NAME: _____
 SIGNATURE: _____
 DATE: _____

INTRASTATE RATE DISCOUNT %
MIB
MIB



Check List

_____	Has the invitation to bid cover page been completed and signed?
_____	Is the statement of qualifications included?
_____	Is the problem resolution outline included?
_____	Is the most recent implemented safety program copy included?
_____	Is a copy of DOT safety rating included?
_____	Is a copy of the ICC contract included?
_____	Is a copy of the Michigan Intrastate Authority included?
_____	Is an outline of shipment tracking capability provided?
_____	Is a sample freight bill for review included?
_____	Is the Carrier Profile Sheet completed and included?
_____	Is the Pricing Sheet Complete?
_____	Have copies of all authorities, financial data, insurance certificates been attached?
_____	Have all sealed bid instruction been completed and all of section 1,3, and 4 completed of ITB?



STATE OF MICHIGAN - AGENCY PROCUREMENT LIST

AGENCY AND ADDRESS	CONTACT	TELEPHONE
AGRICULTURE, Dept. of P.O. Box 30017, 525 W. Ottawa Lansing, MI 48909	Michael DeBernardo Jon Henker	(517) 373-9144 (517) 373-9791
Michigan State Fair Exposition Center 1120 W. State Fair, Detroit, MI 48203	Tim Jenkins	(313) 369-8231
ATTORNEY GENERAL, OFFICE OF THE P.O. Box 30212, 525 W. Ottawa Lansing, MI 48909	Cindy Fournier	(517) 335-0722
AUDITOR GENERAL, OFFICE OF THE 201 N. Washington Square Lansing, MI 48933	Suzanne Kinney Ext. 350	(517) 334-8060
CIVIL RIGHTS, Dept. of 1200 Sixth Street Detroit, MI 48226	Carl Dendrinios	(313) 256-1318
CIVIL SERVICE, Dept. of 400 S. Pine, Capitol Commons, 2 nd Fl. Lansing, MI 48933	Kim Davis Carol Vargovich	(517)241-8115 (517) 373-3168
COMMUNITY HEALTH, Dept. of Budget Division 4 th Floor, Cass Bldg. Lansing, MI 48909	Lynn Strong/Jane Bitsicas Carla Richardson Sharon St. Arno	(517) 241-0134 (517) 241-2383 (517) 241-3784
Commodity Purchasing Office 1 st Floor, Cass Bldg. Lansing, MI 48909	Beth Kinsey Shirley Martin	(517)241-4878 (517)241-2305
Caro Center * 2000 Chambers Rd, Caro, MI 48723-9296	Tammy McPherson Ext. 444	(989) 672-9444
Center for Forensic Psychiatry P.O. Box 2060, Ann Arbor, MI 48106	Beth Duffy Ext. 531	(734)429-2531



AGENCY AND ADDRESS	CONTACT	TELEPHONE
COMMUNITY HEALTH, Dept. of (continued)		
Hawthorn Center 18471 Haggerty Road, Northville, MI 48167	Lisa Morrow	(248) 735-6737
Huron Valley Center 3511 Bemis Road, Ypsilanti, MI 48197	Jim Moore	(734) 434-3899
Kalamazoo Psychiatric Hospital 1312 Oakland Drive, Kalamazoo, MI 49008	Peggy Deaton	(269) 337-3047
Mt. Pleasant Center * 1400 W. Pickard, Mt. Pleasant, MI 48858 Ext. 2370	Luci Christensen	(989) 773-7921
Northville Psychiatric Hospital 41001 W. 7 Mile Road, Northville, MI 48167	Cary Whipple Ext. 2101 Dennis LeBlanc Ext. 2102	(248) 349-1800
Walter P. Reuther Psychiatric Hospital 30901 Palmer Road, Westland, MI 48186	Pamela Mason	(734) 367-8409
CORRECTIONS, Dept.		
Central Procurement Office Grandview Plaza, Lansing, MI 48909	Marsha Stansfield Laura Campbell Lisa Lehnert Gatha McClellan – Food Service Director	(517) 335-2889 373-4447 335-4904 373-3643
Alger Maximum Facility * P.O. Box 600, Munising, MI 49862	Barb Beacham Ext. 1144	(906) 387-5000
Baraga Maximum Facility * 310 Wadaga, R#1, Box. 55, Baraga, MI 49908	Dawn VanWagner Ext. 1152	(906) 353-7070
Bellamy Creek Correctional Facility* 1727 W. Bluewater Hwy, Ionia, MI 48846	Cyndi Marshall Ext. 1156	(616) 527-2510
Boyer Road Correctional Facility * (formerly Carson City Temporary Facility) 10522 Boyer, Carson City, MI 48811	Lisa Stoudt Ext. 6108	(989) 584-3941
Charles Egeler Correctional Facility (See State Prison of Southern Michigan)		



Chippewa Correctional Facility *
4269 W. M-80, Kincheloe, MI 49784

Rich Cottle, Ext. 3117
Patricia Kirkland, Ext. 3116

(906) 495-2275

Cooper Street Correctional Facility*
(See State Prison of Southern Michigan)

Deerfield Correctional Facility (formerly Ionia Temporary Facility)
(see Riverside Correctional Facility)

Earnest Brooks Correctional Facility *
2500 S. Sheridan Drive, Muskegon, MI 49444

Chris Devoogd
Debbie Hanks

(231) 773-0029
773-0022

Florence Crane Women's Facility *
38 Fourth Street, Coldwater, MI 49036

Ron LaBelle
Ext. 1217

(517) 279-9165

G. Robert Cotton Facility
(See State Prison of Southern Michigan)

Gus Harrison Correctional Facility *
2727 E. Beecher, Adrian, MI 49221

Betsy Schoolmaster
Ext. 3110

(517) 265-3900

Hiawatha Correctional Facility*
(See Kinross Correctional Facility)

Handlon Michigan Training Unit
P.O. Box 492, Ionia, MI 48846

Linda Brice
Ext. 221

(616) 527-6331

Huron Valley Men's Facility
3201 Bemis Road, Ypsilanti, MI 48197

Cathy Judkins
Ext. 1598

(734) 572-1598

Ionia Maximum Correctional Facility
1576 W. Bluewater Highway, Ionia, MI 48846

Norma Sage
Ext. 226

(616) 527-6331

Kinross Correctional Facility *
5086 Tone Road, Kincheloe, MI 49788

Chuck Bergman, x4288
Ruth Paquin, x4292

(906) 495-2282

Lakeland Correctional Facility *
(See Florence Crane Correctional Facility)

Macomb Regional Correctional Facility *
34625 26 Mile Road, New Haven, MI 48048

Tawana Brooks
Ext. 154

(586) 749-4900

Marquette Branch Prison *
1960 US 41 Hwy S., Marquette, MI 49855

Dave Rice
Ext. 1804

(906) 226-6531

Michigan Reformatory
1342 W. Main Street, Ionia, MI 48846

Cyndi Marshall
Ext. 209

(616) 527-2500

Michigan State Industries
5656 S. Cedar, Lansing, MI 48911-3809

Larry Guerrant

(517) 373-3883



AGENCY AND ADDRESS	CONTACT	TELEPHONE
CORRECTIONS, Dept. (continued)		
Mid-MI Correctional Facility * (formerly Mid-MI Temporary Correctional Facility) 8201 N. Croswell Road, St. Louis, MI 48880	Nancy Michael	(989) 681-7008
Mound Correctional Facility * 17600 Ryan Road, Detroit, MI 48212	Rochelle Comer Ext. 2127	(313) 368-8300
Muskegon Correctional Facility 2400 S. Sheridan Dr., Muskegon, MI 49442	Kathleen Ayotte	(231) 767-4224
Newberry Correctional Facility * 3001 Newberry Ave., Newberry, MI 49868	Jody Mark	(906) 293-0003
Oaks Correctional Facility * P.O. Box 38, Eastlake, MI 49626	Sharol Zimmerman Ext. 1093	(231) 723-8272
Ojibway Correctional Facility * P.O. Box 236, Marenisco, MI 49947	Jean Balduc Ext. 114	(906) 787-2217
<i><u>Parr Highway Correctional Facility (formerly Adrian Temporary Facility)</u></i> (See Gus Harrison Regional Facility)		
Pine River Correctional Facility* 320 N. Hubbard, St. Louis, MI 48880	Bonnie Compton	(989) 681-8001
Pugsley Correctional Facility * 7401 E. Walton Road, Kingsley, MI 49649	Sue Ellen Walter Ext. 1128	(231) 263-5253
Riverside Correctional Facility 777 W. Riverside Drive, Ionia, MI 48846	Cindy Fry Ext. 380 Teresa McKendry Ext. 110	(616) 527-0110
Robert Scott Correctional Facility 47500 Five Mile Road, Plymouth, MI 48170	Jean Woolridge Ext. 229	(734) 459-7400
Ryan Correctional Facility 17600 Ryan Road, Detroit, MI 48212	Lisa Porter Ext. 1117	(313) 368-3200
Saginaw Correctional Facility * 9625 Pierce Road, Freeland, MI 48623	J. Stone-Wallace Ext. 1136	(989) 695-9880
St. Louis Correctional Facility* 8585 N. Croswell Road, St. Louis, MI 48880	Nancy Michael	(989) 681-7008



<u>AGENCY AND ADDRESS</u>	<u>CONTACT</u>	<u>TELEPHONE</u>
---------------------------	----------------	------------------

CORRECTIONS, Dept. (continued)

Special Alternative Incarceration 18901 Waterloo Rd. Chelsea, MI 48118	Cheryl Daugherty Ext. 342	(734) 475-1368
--	------------------------------	----------------

Standish Maximum Correctional Facility * 4713 W. M-61, Standish, MI 48658	Sherry Payton Ext. 1149	(989) 846-7000
---	----------------------------	----------------

State Prison of Southern Michigan 4000 Cooper St., Jackson, MI 49201	Renard Marshall Carol Brownlee Sandi Fairbanks	(517) 780-6101 780-6102 780-6104
--	--	--

Straits Correctional Facility (formerly Chippewa Temporary Facility) 4387 West M-80 Kincheloe, MI 49784	Rich Cottle Ext. 3117 Patricia Kirkland Ext. 3116	(906) 495-5674
--	--	----------------

Thumb Correctional Facility * 3225 John Conley Dr., Lapeer, MI 48446	Donna Jones Ext. 239	(810) 667-2045
--	-------------------------	----------------

West Shoreline Correctional Facility (formerly Muskegon Temporary Facility)
(See Earnest Brooks Correctional Facility)

Western Wayne Correctional Facility 48401 Five Mile Rd., Plymouth, MI 48170	Cathy Carr Ext. 230	(734) 459-2500
---	------------------------	----------------

Corrections Camp Program Directory

Camp Branch *
19 Fourth Street
Coldwater, MI 49036

Camp Brighton *
P.O. Box 200
Pinckney, MI 48169

Camp Cusino *
HCR Space One, Box 120
Shingleton, MI 49884

Camp Kitwin *
M-26 South, P.O. Box 7
Painesdale, MI 49955

Camp Koehler *
16463 S. Huggin Rd.
Kincheloe, MI 49788

Camp Ottawa *
216 Gendron Road
Pellston, MI 49769

Camp Sauble *
4058 E. Freesoil Rd.
Freesoil, MI 49411

Camp Cassidy Lake*
18901 Waterloo Rd.
Chelsea, MI 48118

Camp Tuscola *
2420 Chambers Rd.
Caro, MI 48723

Camp Lehman *
4282 Hartwick Pines Rd.
Grayling, MI 49738

Camp Manistique *
401 N. Maple Street
Manistique, MI 49854

<u>AGENCY AND ADDRESS</u>	<u>CONTACT</u>	<u>TELEPHONE</u>
---------------------------	----------------	------------------

COURT OF APPEALS 109 W. Michigan Ave., P.O. Box 30022 Lansing, MI 48909-7522	James Selleck	(517) 373-5978
---	---------------	----------------



EDUCATION, Dept. of

Financial Mgmt. & Administrative Services
4th Floor, Hannah Bldg.
Lansing, MI 48909

Mary Beckwith

(517) 373-3823

School for the Deaf and Blind *

W. Court at Miller Road, Flint, MI 48503

Cathleen St. James

257-1472

ENVIRONMENTAL QUALITY, Dept. of

6th Floor South, Constitution Hall
P. O. Box 30473
Lansing, MI 48909-7973

Angela Williams

241-7997

Carla Wintz

241-7107

FAMILY INDEPENDENCE AGENCY

235 S. Grand Ave., Ste. 203
P.O. Box 30037, Lansing, MI 48909

Rita Hotchkin

(517) 335-4005

Diane Allen

373-6478

Dan Shuler

373-6716

Miriam Elias-Norris

335-6254

Ginny Flynn

335-4007

Beth Knapp

335-4003

Judy Unrath

373-4108

Marie Dimitrijevic

335-4004

All Printing Contracts Only

Linda Rose

(517) 373-6716

Contacts for the following agencies should be made through Family Independence Agency - Central Office

Adrian Training School *

P. O. Box 218
Adrian, MI 49221

Arbor Heights Center

1447 Washington Heights
Ann Arbor, MI 48104

Bay Pines Center *

2425 N. 30th Street
Escanaba, MI 49829

W.J. Maxey Boys' Training School

Shirley Jones (734) 449-3031
9036 E. M-36, P. O. Box 349
Whitmore Lake, MI 48189

Nokomis Challenge Center *

6300 S. Reserve Road,#G
Prudenville, MI 48651

Shawano Center *

10 Howes Lake Road
Grayling, MI 49738

MI Commission for the Blind

1541 Oakland Drive
Kalamazoo, MI 49008

INFORMATION TECHNOLOGY

Data Center Operations (DCO)
515 Westshire, Lansing, MI 48933

Bob Padgett

(517) 2412017

HOUSE OF REPRESENTATIVES, MICHIGAN

House Financial Operations, House Office Bldg.

Rachel Francis

(517) 373-5749



10th Floor, Lansing, MI 48933

LEGISLATIVE SERVICE BUREAU

124 W. Allegan, Lansing, MI 48913

Dennis McCants

(517) 373-0170

HISTORY, ARTS & LIBRARY

717 W. Allegan, Lansing, MI 48915

Lisa Vanostran

(517) 373-1293

LABOR AND ECONOMIC GROWTH, Dept. of**CAREER DEVELOPMENT**Victor Bldg., 7th Floor
201 N. Washington Square
Lansing, MI 48913

Mike Wurmingle

(517) 335-1836

Debbie Smith

373-7791

Michigan Career & Technical Institute

11611 West Pine Lake Road, Plainwell, MI 49080

Anne Minshall

(616) 664-9544

CONSUMER & INDUSTRY SERVICESP. O. Box 30004
Lansing, MI 48909

LeAnn Droste

(517) 373-3847

Lori Porubsky

241-0133

Carlos Jaramillo

335-1978

Karin Eirosius

335-1967

Shay Gaffey

335-1971

Unemployment Agency3024 W. Grand Boulevard
Suite 13-300
Detroit, MI 48202

Sheila Murff

(313) 456-2520

Jim Moore

456-2521

MI ECONOMIC DEVELOPMENT CORP.300 N. Washington Square
Lansing, MI 48913

Peter Morse

(517) 335-5809

Cindy Blasius

241-1273

Lynda Belisle

241-4522

AGENCY AND ADDRESS**CONTACT****TELEPHONE****MANAGEMENT AND BUDGET, Dept. of**

P.O. Box 30026, Lansing, MI 48909

Natalie Spaniolo

(517) 373-3696

Materials Management Services

7285 Parsons Drive, Lansing, MI 48913

(517) 322-1901

MILITARY & VETERANS' AFFAIRS, Dept. of2500 S. Washington, Lansing, MI 48913
Joe Wortley - Supervisor

Jim Schleicher

(517) 483-5658

Al Christian

(517) 483-5659

Teresa Matteo

(517) 483-5657

Grand Rapids Home for Veterans

Doug Wagenborg

(616) 364-5305



3000 Monroe Ave. Grand Rapids, MI 49505

D. J. Jacobetti Home for Veterans *
425 Fisher Street, Marquette, MI 49855

Joe Miller
Ext. 351

(906) 226-3576

NATURAL RESOURCES, Dept. of

P.O. Box 30028, Lansing, MI 48909

David Grimm

(517) 373-1186

Sharon Walenga-Maynard

373-7587

Kris Squibb

373-7987

Brenda Mikula

(989) 275-5151

8717 N. Roscommon Rd., Roscommon, MI 48653

Laurie Beauchamp

(906) 228-6561

1990 US 41 S., Marquette, MI 49855

STATE, Dept. of

Purchasing & Contracts Section
124 W. Allegan, 2nd Floor
Lansing, MI 48918-14444

Betty Nixon

(517) 373-2572

Karen Phelan

373-2571

Barbara Mazner

335-2754

David Smith

335-2756

STATE COURT ADMINISTRATIVE OFFICE

American Center Bldg.
27777 Franklin Rd-Ste. 1300 Southfield 48034

Mark Dobek

(810) 352-8990

STATE LOTTERY, BUREAU OF

101 E. Hillsdale, Lansing, MI 48913

Dick Hauser

(517) 335-5687

Lucy Kish

335-5683

STATE POLICE, Dept. of

714 S. Harrison Road, E. Lansing, MI 48823

Cori Sackrider

(517) 336-6320

Marcia Robert

(517) 336-6128

Victoria Olivarez

336-6336

Marcia White

336-6229

AGENCY AND ADDRESS

CONTACT

TELEPHONE

TRANSPORTATION, Dept of

Purchasing Unit
425 W. Ottawa, 4th Floor, Lansing, MI 48909

Rick Dolan

(517) 335-2507

Central Warehouse

Judy Erickson

(517) 322-5559

Mackinac Bridge Authority *

333 I-75, St. Ignace, MI 49781

John Rintamaki

(906) 643-7600

Joint International Bridge Authority *

934 Bridge Plaza
Sault Ste. Marie, MI 49783

Phillip M. Becker
ext. #12

(906) 635-5255

**TREASURY, Dept. of**Treasury Building, 2nd Floor
Lansing, MI 48933

Bruce Hanses

(517) 335-0967

Colleen Horstmyer

335-4760

Tom Falik

373-8699

Adam Koenigsknecht

373-4555

Gaming Control Board

1500 Abbott Road, East Lansing, MI 48823

Marina Kotsifis

(517) 241-0347

Robert Simon

241-0451

* indicates U.S. mail

Issued By: **State of Michigan**
 Department of Management & Budget
 Acquisition Services
 530 W. Allegan Street
 Lansing, MI 48933
 (517) 335-0230