

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

CHANGE NOTICE NO. 8
 to
CONTRACT NO. 071B8200093
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard.J.Williams@erac.com	Richard.J.Williams@erac.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	David Ancell	517-322-5051	ancelld@michigan.gov
BUYER	DTMB	Jim Wilson	517-241-1916	Wilsonj4@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Vehicle Rentals – Statewide for All State Executive Agencies and Departments				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2008	January 31, 2011	2, 1 Year Options	November 30, 2013	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 30 Days	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 Months	January 31, 2014
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$800,000.00		

Effective immediately, this Contract exercises 2 months of a contract option year. The new end date is January 31, 2014. Please also note that the buyer has been updated to Jim Wilson.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval

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

CHANGE NOTICE NO. 7
 to
CONTRACT NO. 071B8200093
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard.J.Williams@erac.com	Richard.J.Williams@erac.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	David Ancell	517-322-5051	ancelld@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:				
DESCRIPTION: Vehicle Rentals – Statewide for All State Executive Agencies and Departments				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
February 1, 2008	January 31, 2011	2, 1 Year Options	September 30, 2013	
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM	
Net 30 Days	N/A	N/A	N/A	
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS:				
N/A				

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 Months	November 30, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$800,000.00		

Effective immediately, this Contract exercises 2 months of a contract option year. The new end date is November 30, 2013.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval

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

August 6, 2013

CHANGE NOTICE NO. 6
 to
CONTRACT NO. 071B8200093
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard.J.Williams@erac.com	Richard.J.Williams@erac.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	David Ancell	517-322-5051	ancelld@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle Rentals – Statewide for All State Executive Agencies and Departments			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2008	January 31, 2011	2, 1 Year Options	April 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2 Months	September 30, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$800,000.00		

Effective immediately, this Contract exercises 2 months of a contract option year. The new end date is September 30, 2013.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval

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

March 28, 2013

CHANGE NOTICE NO. 5
 to
CONTRACT NO. 071B8200093
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard.J.Williams@erac.com	Richard.J.Williams@erac.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	David Ancell	517-322-5051	ancelld@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle Rentals – Statewide for All State Executive Agencies and Departments			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2008	January 31, 2011	2, 1 Year Options	April 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3 Months	July 31, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$800,000.00		

Effective March 15, 2013 2013, this Contract exercises 3 months of a contract option year. The new end date is July 31, 2013.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement and DTMB Procurement approval

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

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B8200093
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336	Richard.J.Williams@erac.com	Richard.J.Williams@erac.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(248) 426-1953	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	David Ancell	517-322-5051	ancelld@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Vehicle Rentals – Statewide for All State Executive Agencies and Departments			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
February 1, 2008	January 31, 2011	2, 1 Year Options	January 31, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			

DESCRIPTION OF CHANGE NOTICE:				
EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF OPTION/EXTENSION	EXPIRATION DATE AFTER CHANGE
<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	3 Months	April 30, 2013
VALUE/COST OF CHANGE NOTICE:		ESTIMATED AGGREGATE CONTRACT VALUE REMAINS:		
\$0.00		\$800,000.00		

Effective February 1, 2013, this Contract is hereby EXTENDED three (3) months. The new end date is April 30, 2013.

All other terms, conditions, specifications, and pricing remain the same.

Per vendor agreement, DTMB Procurement approval, and the approval of the State Administrative Board on January 15, 2013.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET January 11, 2012
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3
TO
CONTRACT NO. 071B8200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336 Richard.J.Williams@erac.com		TELEPHONE (248) 426-1953 Richard J. Williams
		CONTRACTOR NUMBER/MAIL ODE
		BUYER/CA (517) 373-7374 Klatra Pickett
Contract Compliance Inspector: David Ancell (517) 322-5051 Vehicle Rentals – Statewide for All State Executive Agencies and Departments		
CONTRACT PERIOD: From: February 1, 2008 To: January 31, 2013		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective February 1, 2012, the second Contract Option year is hereby exercised therefore the Contract end date is CHANGED to January 31, 2013.

Effective immediately, the buyer is hereby CHANGED to Klatra Pickett.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor agreement and DTMB Procurement approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$800,000.00

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY MANAGEMENT AND BUDGET November 2, 2010
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2
TO
CONTRACT NO. 071B8200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336 Richard.J.Williams@erac.com		TELEPHONE (248) 426-1953 Richard J. Williams
		CONTRACTOR NUMBER/MAIL ODE
		BUYER/CA (517) 241-7233 Don Mandernach
Contract Compliance Inspector: David Ancell (517) 322-5051 Vehicle Rentals – Statewide for All State Executive Agencies and Departments		
CONTRACT PERIOD: From: February 1, 2008 To: January 31, 2012		
TERMS Net 30 Days	SHIPMENT N/A	
F.O.B. N/A	SHIPPED FROM N/A	
MINIMUM DELIVERY REQUIREMENTS N/A		
MISCELLANEOUS INFORMATION:		

NATURE OF CHANGE(S):

Effective February 1, 2011, the first Contract Option year is hereby exercised therefore the Contract end date is CHANGED to January 31, 2012.

Effective immediately, the buyer is hereby CHANGED to Don Mandernach (517) 241-7233.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor agreement (email dated 10/15/09), and DMB/Purchasing Operations' approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$800,000.00

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

October 26, 2009

**CHANGE NOTICE NO. 1
 TO
 CONTRACT NO. 071B8200093
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336 Richard.J.Williams@erac.com	TELEPHONE (248) 426-1953 Richard J. Williams
	CONTRACTOR NUMBER/MAIL ODE
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: David Ancell (517) 322-5051 Vehicle Rentals – Statewide for All State Executive Agencies and Departments	
CONTRACT PERIOD: From: February 1, 2008 To: January 31, 2011	
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;">N/A</p>	
MISCELLANEOUS INFORMATION:	

NATURE OF CHANGE(S):

Effective immediately, pricing has been reduced. See attached pricing sheet for new rates.

All other terms, conditions, specifications, and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor agreement (email dated 10/15/09), and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$800,000.00

Estimated Quantity	Currently Available Equipment Make and Model (or comparable make and model by same or different manufacturer, if not available when requested)		Vehicle Class	Rental Period	Rate		
					Old Rate	New Rate Per Change Notice #1	Driver under 21 yrs: Rate plus \$14.00 surcharge per day
490	Dodge Neon		Compact (4-passengers)	Daily (24-hour)	\$ 31.84	\$ 30.00	Rate plus \$14.00 surcharge per day
"	"	"	Compact (4-passengers)	Weekly	\$ 167.16	\$ 161.00	"
"	"	"	Compact (4-passengers)	Monthly	\$ 636.80	\$ 620.00	"
2,450	Chevrolet Cobalt		Intermediate (4-passengers)	Daily (24-hour)	\$ 35.32	\$ 33.00	Rate plus \$14.00 surcharge per day
"	"	"	Intermediate (4-passengers)	Weekly	\$ 185.07	\$ 176.00	"
"	"	"	Intermediate (4-passengers)	Monthly	\$ 706.45	\$ 680.00	"
2,300	Chevrolet Malibu		Standard (5-passengers)	Daily (24-hour)	\$ 38.31	\$ 36.00	Rate plus \$14.00 surcharge per day
"	"	"	Standard (5-passengers)	Weekly	\$ 200.99	\$ 191.00	"
"	"	"	Standard (5-passengers)	Monthly	\$ 766.15	\$ 740.00	"
4,000	Chevrolet Impala		Full (5-passengers)	Daily (24-hour)	\$ 40.30	\$ 38.00	Rate plus \$14.00 surcharge per day
"	"	"	Full (5-passengers)	Weekly	\$ 211.58	\$ 201.00	"
"	"	"	Full (5-passengers)	Monthly	\$ 806.00	\$ 780.00	"
1,150	Ford and Chevrolet Cargo Van		Cargo (2-passengers)	Daily (24-hour)	\$ 40.30	\$ 38.00	Rate plus \$14.00 surcharge per day
"	"	"	Cargo (2-passengers)	Weekly	\$ 211.94	\$ 201.00	"
"	"	"	Cargo (2-passengers)	Monthly	\$ 805.95	\$ 780.00	"
1,150	Ford and Chevrolet Mini Van		Mini-Van (7-passengers)	Daily (24-hour)	\$ 45.77	\$ 43.00	Rate plus \$14.00 surcharge per day
"	"	"	Mini-Van (7-passengers)	Weekly	\$ 240.29	\$ 226.00	"
"	"	"	Mini-Van (7-passengers)	Monthly	\$ 915.40	\$ 880.00	"

Estimated Quantity	Currently Available Equipment Make and Model (or comparable make and model by same or different manufacturer, if not available when requested)	Vehicle Class	Rental Period	Rate		
				Old Rate	New Rate Per Change Notice #1	Driver under 21 yrs:
100	Ford F-150 and Dodge Ram	Pick-Up Truck (2-passengers)	Daily (24-hour)	\$ 40.30	\$ 38.00	Rate plus \$14.00 surcharge per day
"	" "	Pick-Up Truck (2-passengers)	Weekly	\$ 211.94	\$ 201.00	"
"	" "	Pick-Up Truck (2-passengers)	Monthly	\$ 805.95	\$ 780.00	"
455	Ford F-150 and Dodge Ram	Pick-Up Truck (4-passengers)	Daily (24-hour)	\$ 40.30	\$ 38.00	Rate plus \$14.00 surcharge per day
"	" "	Pick-Up Truck (4-passengers)	Weekly	\$ 211.94	\$ 201.00	"
"	" "	Pick-Up Truck (4-passengers)	Monthly	\$ 805.95	\$ 780.00	"
175	Ford Express and Chevrolet E350	Cargo Van (15-Passengers)	Daily (24-hour)	\$ 85.07	\$ 80.00	Rate plus \$14.00 surcharge per day
"	" "	Cargo Van (15-Passengers)	Weekly	\$ 446.76	\$ 420.00	"
"	" "	Cargo Van (15-Passengers)	Monthly	\$1,701.45	\$1,620.00	"

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

February 8, 2008

NOTICE
TO
CONTRACT NO. 071B8200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336 Richard.J.Williams@erac.com	TELEPHONE (248) 426-1953 Richard J. Williams
	CONTRACTOR NUMBER/MAIL ODE
	BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: David Ancell (517) 322-5051 Vehicle Rentals – Statewide for All State Executive Agencies and Departments	
CONTRACT PERIOD: From: February 1, 2008 To: January 31, 2011	
TERMS Net 30 Days	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	
MISCELLANEOUS INFORMATION:	

The terms and conditions of this Contract are those of ITB #071I8200029, this Contract Agreement and the contractor's quote dated 12/11/2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the contractor, those of the State take precedence.

Estimated Contract Value: **\$800,000.00**

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

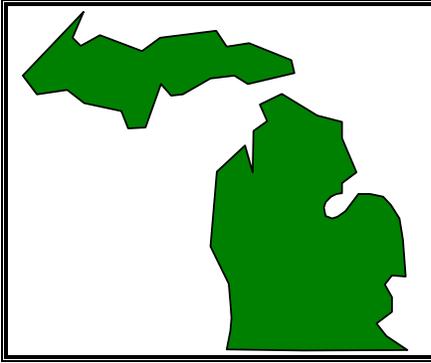
CONTRACT NO. 071B8200093
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car 29301 Grand River Avenue Farmington Hills, MI 48336 <p style="text-align: right;">Richard.J.Williams@erac.com</p>	TELEPHONE (248) 426-1953 Richard J. Williams CONTRACTOR NUMBER/MAIL ODE BUYER/CA (517) 373-8622 Malynda Little
Contract Compliance Inspector: David Ancell (517) 322-5051 Vehicle Rentals – Statewide for All State Executive Agencies and Departments	
CONTRACT PERIOD: From: February 1, 2008 To: January 31, 2011	
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;">N/A</p>	
MISCELLANEOUS INFORMATION: <p>The terms and conditions of this Contract are those of ITB #07118200029, this Contract Agreement and the contractor's quote dated 12/11/2007. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the contractor, those of the State take precedence.</p> <p>Estimated Contract Value: \$800,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07118200029. Orders for delivery will be issued directly by the State Departments through the issuance of a Purchase Order Form.

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

<p>FOR THE CONTRACTOR:</p> <p style="text-align: center;">d/b/a Enterprise Rent-A-Car</p> <hr/> <p style="text-align: center;">Firm Name</p> <hr/> <p style="text-align: center;">Authorized Agent Signature</p> <hr/> <p style="text-align: center;">Authorized Agent (Print or Type)</p> <hr/> <p style="text-align: center;">Date</p>	<p>FOR THE STATE:</p> <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Melissa Castro, CPPB, Buyer Manager</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">Services Division, Purchasing Operations</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
--	--



**STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS**

FOR

VEHICLE AND TRAVEL SERVICES

CONTRACT # 071B8200093

TO PROVIDE

VEHICLE RENTALS

STATEWIDE FOR ALL STATE EXECUTIVE AGENCIES AND DEPARTMENTS

Buyer Name: Malynda Little
Telephone Number: (517) 373-8622
E-Mail Address: littlem3@michigan.gov



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Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This document is a Contract agreement between the State of Michigan and Mirac, Inc. and Enterprise Leasing Company of Detroit d/b/a Enterprise Rent-A-Car

- 5700 Executive Drive
Lansing, MI 48911
Tel: (517) 882-8300
Fax: (517) 882-8499

- 29301 Grand River Avenue
Farmington Hills, MI 48336
Tel: (248) 426-1400
Fax: (248) 426-1456

This document defines and includes the requirements, the specifications, scope of work, and all contractual terms and conditions.

1.002 PROJECT TITLE AND DESCRIPTION

The purpose of this contract is for providing rental vehicle services to all State agencies and departments. The contract is for the State of Michigan to rent vehicles on an as-needed and intermittent basis from no less than 20 different rental locations throughout Michigan, including the Upper Peninsula.

The scope of this contract includes all vehicle rentals for the State of Michigan. This includes access to rent vehicles for all departments, agencies, boards, and commissions within the Executive branch of State government, and will also include access to rental vehicles from local units of government, and all other entities that are participate in the State's MI-DEAL program.

Vehicles to be rented must include intermediate-sized vehicles (i.e., four-seats, including driver and passengers), full-sized vehicles (i.e., five-seats), mini-vans (i.e., seven-seats), and pick-up trucks (i.e., trucks with two-seats and with four-seats). This will not include the rental of specialty vehicles such as semi-tractors, u-hauls, buses, etc.

1.003 PROJECT CONTROL

A. Direction and Control

1. The Contractor will carry out this project under the direction and control of the Department of Management and Budget's Office of Vehicle and Travel Services.

2. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet yearly as a minimum, or as requested by the State's Contract Compliance Inspector, with the Contractor's project manager for the purpose of reviewing progress and providing the necessary guidance to the Contractor in solving problems that may arise and reviewing Contractor's performance in the delivery of service(s).

B. Reports

Contractor agrees to maintain a record system that documents the total number of units of service delivered and billed during each fiscal term of the Agreement. These records shall also document the specific units billed to individual Executive State Departments and Agencies.



1.004 COMMENCEMENT OF WORK

Orders for delivery of this service shall be issued directly to the Contractor by multiple State Agencies on the Purchase Order-Contract Release form. Each State Department or Agency will contact the Contractor directly to order, and Contractor shall bill each State Department/Agency directly for, rental vehicle services throughout any of the approved locations in the State of Michigan; see § 1.201, *Customer Service / Ordering*, below.

1.1 Product and Service

1.101 SPECIFICATIONS

Exact quantities to be rented (volume of service) are unknown; however, Contractor will furnish all such services as may be ordered during the contract period. Quantities specified, if any, are estimates based on purchases from prior fiscal years, and the State is not obligated to purchase in these or any other quantities.

- A. **TIME FRAMES:** Rental of vehicles shall be on an as needed and intermittent basis. Most rentals will be for part of one (1) day to a few days, with a maximum period of up to 10 days rental. However, the State may also require the use of monthly rentals.
- B. **RENTAL RESERVATIONS / DELIVERY TIMES:** The State requires efficient and rapid reservation process of vehicles; Contractor shall provide on-line (internet), telephone, and electronic-mail reservations' systems to schedule a customer's reservation. Reservations will generally be made with 24-hour advance notice to Contractor; however, occasionally less notice will be provided and Contractor shall make all efforts to accommodate these requests, in cases of emergency during the Contractor's non-business hours.
- C. **VEHICLE DELIVERY:** Contractor shall offer Contractor-delivery-to-office and Requesting-Customer-pick-up reservations (within 10 miles of nearest Branch office location), allowing the State to choose which service it will require on an individual basis. Delivery-to-office service will take place during Contractor's business hours, and vehicle return shall be to the Contractor's company- office.
- D. **LOCATIONS (Statewide):**
 - **Contractor Customers:** Attached is a listing of State locations that may order from the Contract. The listing shall not limit participation of additional agencies, departments, or locations as the need may arise during the life of a contract for this service, for the same prices, terms, and conditions.
 - **Locations:** Contractor shall maintain rental locations in no less than 20 locations throughout the state of Michigan, with at least one (1) location in each region, including the Superior region of Michigan's Upper Peninsula, as follows:

MICHIGAN	
COUNTY	REGION
Livingston	Metro
Macomb	Metro
Monroe	Metro
Oakland	Metro
Washtenaw	Metro
Wayne	Metro
Arenac	Mid'
Bay	Mid'
Clare	Mid'



Clinton	Mid'
Eaton	Mid'
Gladwin	Mid'
Gratiot	Mid'
Ingham	Mid'
Ionia	Mid'
Isabella	Mid'
Lake	Mid'
Mecosta	Mid'
Midland	Mid'
Montcalm	Mid'
Newaygo	Mid'
Osceola	Mid'
Saginaw	Mid'
Shiawassee	Mid'
Alcona	North
Alpena	North
Antrim	North
Benzie	North
Charlevoix	North
Cheboygan	North
Crawford	North
Emmet	North
Grand Traverse	North
Kalkaska	North
Leelanau	North
Manistee	North
Missaukee	North
Montcalm	North
Ogemaw	North
Oscoda	North
Otsego	North
Presque Isle	North
Roscommon	North
Wexford	North
Allegan	South & West
Barry	South & West
Berrien	South & West
Branch	South & West
Calhoun	South & West
Cass	South & West
Hillsdale	South & West
Jackson	South & West
Kalamazoo	South & West
Kent	South & West
Lenawee	South & West
Mason	South & West
Muskegon	South & West
Oceana	South & West
Ottawa	South & West
St. Joseph	South & West



Van Buren	South & West
Alger	Superior
Baraga	Superior
Chippewa	Superior
Delta	Superior
Dickinson	Superior
Gogebic	Superior
Houghton	Superior
Iron	Superior
Keweenaw	Superior
Luce	Superior
Mackinac	Superior
Marquette	Superior
Menominee	Superior
Ontonagon	Superior
Schoolcraft	Superior
St Clair	Thumb



▪ **Contractor Locations:**

Currently assigned Contractor locations shall include the following branch offices:

MICHIGAN COUNTY	MICHIGAN RENTAL VEHICLE REGION	ADDRESS	CITY	ZIP	TELEPHONE	FACSIMILE
Monroe	(5) Metro	15626 S. Telegraph Rd	Monroe	48161	734-242-1112	734-242-6342
Wayne	(5) Metro	23780 West Rd	Brownstown	48183	734-692-6050	734-692-6144
Wayne	(5) Metro	23940 Allen Rd	Trenton	48183	734-675-0352	734-692-6144
Washtenaw	(5) Metro	320 East Michigan Ave	Ypsilanti	48198	734-480-0813	734-480-0860
Wayne	(5) Metro	9800 Belleville Rd	Belleville	48111	734-699-3305	734-699-0228
Washtenaw	(5) Metro	950 East Michigan	Ypsilanti	48197	734-544-2212	734-544-2212
Washtenaw	(5) Metro	4555 Washtenaw	Ann Arbor	48108	734-971-1221	734-971-4319
Washtenaw	(5) Metro	438 West Huron St	Ann Arbor	48103	734-327-2600	734-222-0076
Washtenaw	(5) Metro	3880 Jackson Rd, Ste A	Ann Arbor	48103	734-930-4900	734-930-6536
Livingston	(5) Metro	7184 Grand River	Brighton	48114	810-227-7368	810-227-3667
Livingston	(5) Metro	9827 East Grand River	Brighton	48116	810-227-4559	810-229-8510
Livingston	(5) Metro	3101 East Grand River	Howell	48843	517-548-0628	517-548-0680
Oakland	(5) Metro	21951 Woodward Ave	Ferndale	48220	248-548-2310	248-548-4670
Macomb	(5) Metro	23300 Gratiot Ave	Eastpointe	48021	586-778-8500	586-778-0210
Macomb	(5) Metro	36920 Groesbeck Hwy	Clinton Township	48035	586-293-7130	586-415-1690
Oakland	(5) Metro	74 West Auburn Rd	Rochester Hills	48307	248-853-3110	248-853-0757
Macomb	(5) Metro	27101 Van Dyke Rd	Warren	48093	586-754-3444	586-754-6445
Macomb	(5) Metro	40742 Van Dyke Rd	Sterling Heights	48313	586-939-3819	586-939-6506
Macomb	(5) Metro	1447 South Gratiot	Mount Clemens	48036	586-954-3700	586-954-9073
Wayne	(5) Metro	19251 Mack Ave	Grosse Pointe Wds	48236	313-885-7815	313-885-0923
Macomb	(5) Metro	67513 Main St	Richmond	48062	586-727-2717	586-727-3427
Saint Clair	(4) Thumb	3857 24 th Ave - Ste A	Fort Gratiot	48059	810-982-4299	810-982-7393
Macomb	(5) Metro	29535 Gratiot Ave	Roseville	48066	586-552-2770	586-552-2780
Oakland	(5) Metro	30715 John R	Madison Heights	48071	248-588-4081	248-588-4979
Macomb	(5) Metro	20967 Hall Rd	Macomb	48044	586-783-6220	586-783-6226



Wayne	(5) Metro	15797 Mack Ave	Detroit	48224	313-882-7758	313-882-9468
Oakland	(5) Metro	914 South Rochester Rd	Rochester Hills	48307	248-608-1552	248-608-6943
Macomb	(5) Metro	32432 Van Dyke Rd	Warren	48093	586-979-6646	586-979-7359
Macomb	(5) Metro	21645 East Nine Mile Rd	St. Clair Shores	48080	586-772-1140	586-772-6221
Oakland	(5) Metro	3315 Rochester Rd	Royal Oak	48073	248-589-2918	248-589-5011
Macomb	(5) Metro	35500 Gratiot	Clinton Township	48035	586-791-0914	586-791-0993
Saint Clair	(4) Thumb	1250 Carney Dr	St. Clair	48079	810-329-4516	810-329-9090
Macomb	(5) Metro	66152 Van Dyke Rd	Washington Twp.	48095	586-336-3770	586-336-3802
Macomb	(5) Metro	4547 East 8 Mile Rd	Warren	48091	586-427-0141	586-427-0150
Macomb	(5) Metro	27101 Van Dyke	Warren	48093	586-759-7217	586-754-0179
Macomb	(5) Metro	8333 East 11 Mile Rd	Warren	48093	586-754-4650	586-758-6660
Macomb	(5) Metro	40770 Mound Rd	Sterling Heights	48310	586-983-5755	586-825-0162
Wayne	(5) Metro	31800 Plymouth Rd	Livonia	48150	734-261-5911	734-261-5954
Wayne	(5) Metro	12510 Telegraph Rd	Taylor	48180	734-946-1313	734-946-6991
Wayne	(5) Metro	2684 East Jefferson Ave	Detroit	48207	313-393-2344	313-393-4982
Wayne	(5) Metro	24600 Plymouth Rd	Redford Township	48239	313-592-8686	313-592-6413
Wayne	(5) Metro	15745 Telegraph Rd	Redford Township	48239	313-532-9818	313-532-9823
Wayne	(5) Metro	23777 Kean St	Dearborn	48124	313-277-1122	313-277-0013
Wayne	(5) Metro	8569 North Lilley Rd	Canton Township	48187	734-451-2541	734-451-9542
Wayne	(5) Metro	31981 Ford Rd	Garden City	48135	734-525-9550	734-525-9350
Wayne	(5) Metro	2232 Eureka Rd	Wyandotte	48192	734-282-7671	734-282-9471
Wayne	(5) Metro	7600 Second Ave	Detroit	48202	313-871-0470	313-871-1410
Wayne	(5) Metro	330 Lucas Dr	Detroit	48242	734-942-8990	734-942-8999
Wayne	(5) Metro	4950 Greenfield Rd	Dearborn	48126	313-584-9500	313-584-6914
Wayne	(5) Metro	33173 Michigan Ave	Wayne	48184	734-641-8587	734-641-8786
Wayne	(5) Metro	10700 Ford Rd	Dearborn	48126	313-581-4729	313-581-5136
Wayne	(5) Metro	5952 North Telegraph	Dearborn Heights	48127	313-563-4909	313-563-9847
Wayne	(5) Metro	11499 Conner Ave	Detroit	48213	313-372-1547	313-372-4573
Wayne	(5) Metro	1769 Southfield Rd	Lincoln Park	48146	313-388-9147	313-388-2135



Wayne	(5) Metro	40475 Ann Arbor Rd East	Plymouth	48170	734-459-1932	734-459-1984
Wayne	(5) Metro	15600 Eureka Rd	Southgate	48195	734-285-7580	734-285-7580
Wayne	(5) Metro	100 Renaissance Center - Ste 1108	Detroit	48243	313-259-3946	313-259-1962
Wayne	(5) Metro	17675 Grand River Ave	Detroit	48227	313-270-3100	313-272-2984
Wayne	(5) Metro	24555 Michigan Ave	Dearborn	48124	313-724-1595	313-724-1595
Wayne	(5) Metro	12350 Belden Court	Livonia	48150	734-466-4845	734-525-4232
Oakland	(5) Metro	24400 Drake Rd	Farmington Hills	48335	248-471-6605	248-471-4578
Oakland	(5) Metro	38000 Grand River Ave	Farmington Hills	48335	248-473-0628	248-478-0635
Oakland	(5) Metro	28481 Telegraph Rd	Southfield	48034	248-352-3560	248-352-4791
Oakland	(5) Metro	2855 West Maple Rd	Troy	48084	248-435-6333	248-280-1455
Oakland	(5) Metro	6175 Highland Rd	Waterford	48327	248-666-7653	248-666-7660
Oakland	(5) Metro	1121 North Main St	Royal Oak	48067	248-546-4790	248-546-6670
Oakland	(5) Metro	24445 Telegraph Rd	Southfield	48034	248-746-0060	248-746-0832
Oakland	(5) Metro	21375 South Telegraph	Southfield	48034	248-356-0250	248-746-0832
Oakland	(5) Metro	1810 Maplelawn	Troy	48084	248-643-0087	248-519-9793
Oakland	(5) Metro	1111 South Commerce Rd	Walled Lake	48390	248-960-3773	248-669-2850
Wayne	(5) Metro	25276 Grand River	Redford	48240	313-538-0812	313-538-0776
Oakland	(5) Metro	24350 Twelve Mile Rd	Southfield	48034	248-356-5844	248-356-5844
Oakland	(5) Metro	5528 Dixie Highway	Waterford	48329	248-623-9826	248-623-0297
Oakland	(5) Metro	415 South Broadway	Lake Orion	48362	248-814-8407	248-814-7096
Oakland	(5) Metro	2724 East Highland Rd	Highland	48356	248-889-1177	248-889-4827
Oakland	(5) Metro	7100 Orchard Lake Rd	West Bloomfield	48322	248-539-9049	248-851-2273
Oakland	(5) Metro	42140 Grand River Ave	Novi	48375	248-449-3227	248-449-6209
Oakland	(5) Metro	31208 West 8 Mile Rd	Farmington Hills	48336	248-426-1448	248-426-1454
Oakland	(5) Metro	362 South Telegraph Rd	Sylvan Lake	48320	248-738-9216	734-738-0913
Oakland	(5) Metro	10334 West Eight Mile Rd	Royal Oak Twp.	48220	248-542-5208	248-542-6944
Oakland	(5) Metro	32805 Northwestern Hwy	Farmington Hills	48334	248-865-8647	248-865-8918
Oakland	(5) Metro	26520 Greenfield Rd	Oak Park	48237	248-968-9120	248-968-9589
Oakland	(5) Metro	1080 North Opdyke Rd	Auburn Hills	48326	248-475-9023	248-475-9291



Oakland	(5) Metro	37911 Grand River Ave	Farmington Hills	48335	248-522-1827	248-522-1827
Wayne	(5) Metro	24600 Grand River Ave	Detroit	48219	313-532-4794	313-531-0196
Oakland	(5) Metro	22180 West 8 Mile Rd	Southfield	48033	248-354-5645	248-354-8436
Oakland	(5) Metro	17000 Northville Rd	Northville	48168	248-449-6205	248-449-6998
Oakland	(5) Metro	48600 West 12 Mile Rd	Wixom	48393	248-374-3410	248-449-6907
Oakland	(5) Metro	1815 Maplelawn Dr	Troy	48084	248-614-3139	248-614-3139
Oakland	(5) Metro	30674 Woodward Ave	Royal Oak	48073	248-554-6720	248-554-0037
Oakland	(5) Metro	28100 Telegraph Rd	Southfield	48034	248-350-0033	248-350-0033
Oakland	(5) Metro	6175 Highland Rd	Waterford	48327	248-673-5577	248-673-5577
Oakland	(5) Metro	9603 Dixie Hwy	Clarkston	48348	248-623-4426	248-623-4426
Oakland	(5) Metro	2405 South Telegraph Rd	Bloomfield Hills	48302	248-409-2307	248-409-2307
Oakland	(5) Metro	42140 Grand River Ave	Novi	48375	248-477-2166	248-471-4578
Oakland	(5) Metro	3805 South Lapeer Rd	Lake Orion	48360	248-391-9900	248-391-9900
Oakland	(5) Metro	39600 Lewis Dr	Novi	48377	248-567-4036	248-567-4036
Oakland	(5) Metro	6175 Highland Rd	Waterford	48327	248-674-4781	248-674-4781
Ingham	(3) Mid'	6001 South Cedar St	Lansing	48911	517-394-5575	517-394-4676
Ingham	(3) Mid'	2311 East Michigan Ave	Lansing	48912	517-374-2880	517-374-9951
Ingham	(3) Mid'	5030 West Saginaw Hwy	Lansing	48917	517-323-0611	517-323-0084
Lenawee	(6) South/West	1063 South Main St	Adrian	49221	517-264-9926	517-263-0169
Jackson	(6) South/West	301 South Cooper St	Jackson	49201	517-787-8800	517-787-2756
Calhoun	(6) South/West	355 West Dickman Rd	Battle Creek	49037	269-962-1555	269-962-0021
Kalamazoo	(6) South/West	3611 Stadium Dr	Kalamazoo	49008	269-372-1234	269-372-8806
Kalamazoo	(6) South/West	2400 Yellow Brick Rd	Portage	49002	269-383-9900	269-383-7447
Berrien	(6) South/West	1699-A Colfax	Benton Harbor	49022	269-925-0118	269-925-2932
Kalamazoo	(6) South/West	7697 Stadium Dr	Oshtemo	49009	269-353-8962	269-353-9051
Kent	(6) South/West	2740 28 th St SE	Grand Rapids	49512	616-285-3370	616-285-6599
Kent	(6) South/West	3750 28 th St	Grandville	49418	616-530-9944	616-530-6468
Kent	(6) South/West	4214 Plainfield Ave NE	Grand Rapids	49525	616-363-8400	616-363-0927
Kent	(6) South/West	1170 28 th Street Southeast	Grand Rapids	49508	616-475-1300	616-475-1306



Kent	(6) South/West	1100 Plainfield Ave NE	Grand Rapids	49503	616-776-7665	616-456-4893
Muskegon	(6) South/West	1801 Peck St	Muskegon	49441	231-725-8500	231-722-8424
Ottawa	(6) South/West	491 Chicago Drive Ste 5	Holland	49423	616-394-5400	616-394-0777
Kent	(6) South/West	5500 44 th Street SE	Grand Rapids	49512	616-233-6341	616-233-6344
Genesee	(5) Thumb	G3425 West Bristol Rd	Flint	48507	810-235-1101	810-424-3740
Genesee	(5) Thumb	G-3043 South Dort Hwy	Burton	48529	810-742-1433	810-742-1557
Genesee	(5) Thumb	4128 West Pierson Rd	Flint	48504	810-789-8200	810-789-4244
Genesee	(5) Thumb	4212 Lennon Road Ste 1	Flint	48507	810-733-8777	810-733-3104
Shiawassee	(3) Mid'	2611 East M-21	Corunna	48817	989-743-8400	989-743-8500
Saginaw	(3) Mid'	3071 Bay Road Ste 3	Saginaw	48603	989-792-5500	989-792-2520
Bay	(3) Mid'	3801 East Wilder Rd	Bay City	48706	989-684-1191	989-684-3352
Bay	(3) Mid'	711 South Euclid Ave	Bay City	48706	989-671-0324	No Fax Line
Midland	(3) Mid'	2708 North Saginaw	Midland	48640	989-631-1477	989-631-8942
Isabella	(3) Mid'	1218 South Mission St	Mount Pleasant	48858	989-772-6108	989-775-2045
Saginaw	(3) Mid'	6562 Dixie Hwy	Bridgeport	48722	989-777-4666	989-777-1369
Ingham	(3) Mid'	4100 Capitol City Blvd	Lansing	48906	517-703-8060	517-703-9257
Ingham	(3) Mid'	1867 Grand River Ave	Okemos	48864	517-347-8811	517-347-7310
Eaton	(3) Mid'	1616 Lansing Rd	Charlotte	48813	517-543-1211	517-543-7034
Ingham	(3) Mid'	5901 South Pennsylvania	Lansing	48911	517-887-9254	517-887-9254
Jackson	(6) South/West	3608 Wildwood Ave	Jackson	49202	517-783-3331	517-783-3331
Kalamazoo	(6) South/West	5015 E. Michigan Ave - Ste E	Kalamazoo	49048	269-552-4086	269-552-4089
Allegan	(6) South/West	1186 M-89 West	Plainwell	49080	269-685-4059	269-685-4110
Eaton	(3) Mid'	6334 East Saginaw	Grand Ledge	48837	517-627-8750	517-627-8750
Saint Joseph	(6) South/West	1820 S. Centerville Rd	Sturgis	49091	269-651-4899	269-651-4395
Kent	(6) South/West	3375 Alpine Ave NW	Grand Rapids	49544	616-785-7311	616-785-7309
Kent	(6) South/West	11979 Fulton St E	Lowell	49331	616-897-8660	616-897-8660
Kent	(6) South/West	2929 Burlingame SW	Grand Rapids	49509	616-257-0299	616-257-0299
Montcalm	(2) North	11294 W Carson City Rd	Greenville	48838	616-225-2262	616-225-8770
Ottawa	(6) South/West	1701 South Beacon Blvd	Grand Haven	49417	616-846-2100	616-846-2499



Muskegon	(6) South/West	1878 East Sternberg Rd	Muskegon	49444	231-798-9870	231-798-9870
Ottawa	(6) South/West	3483 Highland Dr	Hudsonville	49426	616-662-9980	616-662-9983
Genesee	(5) Thumb	1717 South Dort Hwy	Flint	48503	810-743-8056	810-743-8056
Lapeer	(5) Thumb	111 West Genesee St	Lapeer	48446	810-664-6000	810-664-5122
Genesee	(5) Thumb	16500 Silver Parkway - Ste B	Fenton	48430	810-629-2482	810-629-9910
Genesee	(5) Thumb	G-6044 South Saginaw	Grand Blanc	48439	810-694-5301	810-694-5776
Saginaw	(3) Mid'	8800 Gratiot Rd	Saginaw	48609	989-781-3200	989-781-3376
Saginaw	(3) Mid'	8600 Garfield Rd	Freeland	48623	989-695-8800	989-695-8810
Gr. Traverse	(2) North	1789 Garfield Ave South	Traverse City	49686	231-933-7000	231-933-8897
Wexford	(2) North	1815 North Mitchell St	Cadillac	49601	231-876-8000	231-876-0589
Otsego	(2) North	1720-B South Otsego Ave	Gaylord	49735	989-731-9726	989-731-4522
Gr. Traverse	(2) North	981 West Blue Star Dr	Traverse City	49684	231-932-9353	231-947-4775
Emmet	(2) North	1992 M-119 Hwy	Petoskey	49770	231-439-9272	231-439-0857
Mecosta	(3) Mid'	14120 Northland Dr	Big Rapids	49307	231-796-2776	231-796-9545
Gr. Traverse	(2) North	727 Fly Don't Dr	Traverse City	49686	231-922-2800	231-922-2807
Hillsdale	(6) South/West	481 Olds St	Jonesville	49250	517-849-7224	517-849-9221
Calhoun	(6) South/West	1411 North Eaton St	Albion	49224	517-629-0048	517-630-8219
Lenawee	(6) South/West	1111 West Michigan Ave	Clinton	49236	517-456-7888	517-456-4858
Newaygo	(3) Mid'	7052 West 48 th St	Fremont	49412	231-924-1774	231-924-6377
Muskegon	(6) South/West	2474 Henry St	Muskegon	49441	231-755-3711	231-755-3711
Kent	(6) South/West	2929 Burlingame	Wyoming	49509	616-520-7031	616-520-7031
Marquette	(1) Superior	2274 West US 41 Hwy	Marquette	49855	906-225-8690	906-225-8694



E. **UNLIMITED MILEAGE AND PERMISSION TO OPERATE VEHICLE:**

1. All daily and weekly rentals shall be unlimited mileage and must be up to 3,000 miles for monthly rentals. Rental vehicle must be allowed to travel throughout Michigan as well as throughout all of the contiguous Great Lakes states, to include Michigan, Indiana, Ohio, Wisconsin, and Illinois, at no additional rate charge.
2. All rentals driven outside the contiguous Great Lakes states shall include limited mileage up to 150 miles, with a surcharge of 1% to the daily driver-rate per mile rounded to the nearest penny. (Example: If the rate is 31.84 as a daily-driver rate, then the cost per mile would be .32 cents per mile after the first 150 miles driven).

F. **DRIVER'S AGE:** Any valid state employee (driver) 25 years of age or over must be able to rent and drive at no additional charge for the state. An additional charge for drivers under the age of 25 must be listed and quoted in the rates for the approved Contract.

G. **ADDITIONAL DRIVER(S):** In addition to the classified State Employee / Customer requesting use of the rental vehicle, any classified State of Michigan employee (or non-state employee so authorized by the requesting customer's supervisor) must also be authorized drive any State rental vehicle at no additional charge.

H. **VEHICLE CONDITION:** Contractor must assure that delivered rental-vehicles are clean and in a good physical and mechanical driving condition with a full fuel tank. All rental vehicles must have an odometer of less than 30,000 miles. A vehicle that does not meet these conditions will be unacceptable and the State may then direct the immediate replacement of an unacceptable vehicle in exchange for a similar or larger size vehicle at no additional cost. **Operational and well-maintained equipment is essential and required so that time-loss for the State's transportation needs or delivery of its program service(s) does not occur or is minimal.**

I. **EMERGENCY AND ROADSIDE ASSISTANCE:** Contractor must provide rental vehicles with emergency and roadside assistance.

J. **VEHICLE INSURANCE:** Contractor shall purchase and maintain, with zero deductible(s) and for no additional cost to the State, not less than the following insurance on each rental vehicle(s):

- Protection Liability (PL) and Protection for Damages (PD) insurance for up to \$1,000,000;
- Supplemental Liability (CSL);
- Full Damage Waiver (LDW).

K. **VEHICLE CLASS DESCRIPTION AND SUBSTITUTION:** Contractor shall provide the State with a description of characteristics offered for each vehicle class category, in its annual Work Plan to be approved by the State's CCI.

L. **VEHICLE SUBSTITUTION:** Contractor may substitute a vehicle type for another of similar or larger size based on its availability from a given location, if the vehicle class type requested by the State is not available for that date or time. If substitution is necessary, then this will be provided by Contractor at no additional cost to the State.

1.102 RESERVED

1.103 RESERVED

1.104 WARRANTY FOR PRODUCTS OR SERVICES – RESERVED



1.2 Service Capabilities

1.201 CUSTOMER SERVICE / ORDERING

Contractor shall:

- A. Receive orders by internet (web) request, electronic mail (e-mail), by telephone, and by facsimile;
- B. Consider delivery order or task order "issued" when the Contractor receives the order from an authorized State of Michigan Agency or Department representative verbally by telephone, or with written order received either by facsimile or by other electronic commerce method [i.e., internet (web) or electronic mail];
- C. Provide, with order confirmation, Contractor's written procedures/processes, to each requesting-customer, for having a rental vehicle delivered or picked-up and then returned, as well as identifying the Contractor's billing process for each individual order [i.e., *MasterCard* credit card or direct-invoice to the individual State Department/Agency, as requested];
- D. Provide a statewide toll-free number for telephone orders and customer service calls;
- E. Provide detailed description of internal controls (to be approved by DMB-Vehicle and Travel Services] as the State's Contract Compliance Inspector deems needed and appropriate) to insure that only authorized State Department or Agency representatives order the contracted service;
- F. Verify orders that have quantities which appear to be abnormal or excessive;
- G. Assure that all delivery orders or task orders are subject to the terms and conditions of this Contract;
- H. Assure the State's request is fulfilled pursuant to the terms of this Contract, in the event of conflict between a delivery order or task order and this contract.
- I. STAFFING: Contractor shall provide the following key-staff:
 1. Account Manager:
 - a. Specifically designated to State of Michigan account(s), who is an experienced sales representative and who can follow-up on State of Michigan accounts or State inquiries within at least two (2) business days from date of contact, and who is the Contractor's signatory and representative authorized by the company to oversee and direct both the Information Technology Manager and the Customer Service Supervisor; position is not required to be dedicated full-time to this account and may serve additional key-staff role(s).
 - b. Minimum experience that includes not less than two (2) years of professional experience managing the start-up and implementation of an electronic reservation process for either another governmental entity or a company with not less than 10,000 employees; and five (5) years of overall project management experience.
 2. Information Technology (IT) Manager
 - a. Serve as the main contact to the State of Michigan regarding all IT issues for this contract and oversee: website and web-content for this account; security; company-systems, application, application-support, and database administration; reporting for the State of Michigan; and customer's electronic and telecom reservations; position is not required to be dedicated full-time to this account and may serve additional key-staff role(s).



- b. Minimum experience shall include not less than two (2) years of professional IT experience with the start-up and implementation of an electronic reservation project for either another governmental entity or a company with not less than 10,000 employees; experience shall also include not less than three (3) additional years of overall information technology management experience [five (5) years total IT experience].
3. Provide a Customer Service Manager
 - a. Serve as the main contact to the State of Michigan regarding all customer service issues; position is not required to be dedicated full-time to this account and may serve additional key-staff role(s).
 - b. Minimum experience for a Customer Service Supervisor shall include not less than five (5) years of directly related supervisory experience (supervising not less than five people in two or more different business locations) and not less than three (3) years of prior experience working as a company customer service representative.

1.202 TRAINING – RESERVED

1.203 REPORTING

- **CONTRACTOR'S ANNUAL WORK PLAN**, to be approved by State's CCI, to include description of procedures or processes for:
 - Customer order / request for rental vehicle for:
 - Internet (e.g., web-site design, customer access and requests, etc.)
 - Electronic Mail
 - Facsimile
 - Telephone
 - Invoice via MasterCard Credit Card
 - Invoice (direct) to State Agency / Department Process
 - Customer's rental vehicle delivery
 - Customer's rental vehicle pick-up
 - Customer's rental vehicle return
 - Emergency or Roadside Assistance
- **MONTHLY USAGE REPORTS BY THE 10TH STATE-WORK-DAY OF EACH MONTH**, to include not less than:
 - Rental Location
 - City
 - State Agency / Department
 - Payment Method (credit card or invoice)
 - Itemized Charges
 - Customer (Name and contact information)
 - Rental Vehicles Picked-up or Delivered
 - Rental Vehicle Class-Type
 - Time-period rented
 - Miles driven
- **ANNUAL SUMMARY USAGE REPORTS**, to include not less than:
 - All information from Monthly Usage Report summarized, and
 - Annual Insurance(s) verification(s)

1.204 SPECIAL PROGRAMS – RESERVED

1.205 RESERVED



1.3 Delivery Capabilities – RESERVED

1.4 Project Pricing

1.401 PAYMENT / REIMBURSEMENT METHOD

Contractor agrees that –

- A. CONTRACT is a FIXED, total amount for the contract-effective period.
- B. Reimbursement method for services shall include a rate per unit of service, pursuant to the Rates listed below, in § E, *Rates per Unit*.
- C. Payment to Contractor for services shall be processed by *MasterCard* credit card or electronic funds transfer (EFT), pursuant to § 2.095, *Electronic Payment Availability*, if billed directly (see below § D, *Invoicing Method*).
- D. INVOICING METHOD
 1. Contractor must accept payments with *MasterCard* credit card.
 2. Contractor shall bill for the rental directly, if a credit card is not available.
 3. Contractor shall submit all individual invoices (reflecting either payment due or *MasterCard* credit card charge) within 30 calendar days after return of rental vehicle.
 4. Contractor invoices shall:
 - Indicate this Contract Number
 - Describe tax-exemption (no charge) for State of Michigan business (using FEIN 38-6000134), or state the amount of tax if rental is for other than State of Michigan business use (i.e., personal use).
 - Describe:
 - Actual rates charged;
 - Region of Michigan (and location of rental);
 - Vehicle class-type;
 - Description of date(s) and time for rental-vehicle delivery (or pick-up) and return; and,
 - Description of any other services provided (e.g., emergency roadside assistance, etc.).
 - Be submitted directly to the specific State Department or Agency requiring use of the rental vehicle.



E. RATE(S) PER UNIT OF SERVICE:

Flat rate for all Contractor locations within a Region or outside the state of Michigan, as follows:
**Rate includes a .5% discount:*

Estimated Quantity	Currently Available Equipment Make and Model (or comparable make and model by same or different manufacturer, if not available when requested)	Vehicle Class	Rental Period	Rate		
				State of MI .5% Discount Rate	State of MI .5% Discount Rate	Driver under 21 yrs: Rate plus \$14.00 surcharge per day
490	Dodge Neon	Compact (4-passengers)	Daily (24-hour)	\$ 31.84	\$ 31.84	Rate plus \$14.00 surcharge per day
"	" "	Compact (4-passengers)	Weekly	\$ 167.16	\$ 167.16	"
"	" "	Compact (4-passengers)	Monthly	\$ 636.80	\$ 636.80	"
2,450	Chevrolet Cobalt	Intermediate (4-passengers)	Daily (24-hour)	\$ 35.32	\$ 35.32	Rate plus \$14.00 surcharge per day
"	" "	Intermediate (4-passengers)	Weekly	\$ 185.07	\$ 185.07	"
"	" "	Intermediate (4-passengers)	Monthly	\$ 706.45	\$ 706.45	"
2,300	Chevrolet Malibu	Standard (5-passengers)	Daily (24-hour)	\$ 38.31	\$ 38.31	Rate plus \$14.00 surcharge per day
"	" "	Standard (5-passengers)	Weekly	\$ 200.99	\$ 200.99	"
"	" "	Standard (5-passengers)	Monthly	\$ 766.15	\$ 766.15	"
4,000	Chevrolet Impala	Full (5-passengers)	Daily (24-hour)	\$ 40.30	\$ 40.30	Rate plus \$14.00 surcharge per day
"	" "	Full (5-passengers)	Weekly	\$ 211.58	\$ 211.58	"
"	" "	Full (5-passengers)	Monthly	\$ 806.00	\$ 806.00	"
1,150	Ford and Chevrolet Cargo Van	Cargo (2-passengers)	Daily (24-hour)	\$ 40.30	\$ 40.30	Rate plus \$14.00 surcharge per day
"	" "	Cargo (2-passengers)	Weekly	\$ 211.94	\$ 211.94	"
"	" "	Cargo (2-passengers)	Monthly	\$ 805.95	\$ 805.95	"

TERMS AND CONDITIONS

CONTRACT NO. 071B8200093



Estimated Quantity	Currently Available Equipment Make and Model (or comparable make and model by same or different manufacturer, if not available when requested)	Vehicle Class	Rental Period	Rate		
				State of MI .5% Discount Rate	State of MI .5% Discount Rate	Driver under 21 yrs:
1,150	Ford and Chevrolet Mini Van	Mini-Van (7-passengers)	Daily (24-hour)	\$ 45.77	\$ 45.77	Rate plus \$14.00 surcharge per day
"	" "	Mini-Van (7-passengers)	Weekly	\$ 240.29	\$ 240.29	"
"	" "	Mini-Van (7-passengers)	Monthly	\$ 915.40	\$ 915.40	"
100	Ford F-150 and Dodge Ram	Pick-Up Truck (2-passengers)	Daily (24-hour)	\$ 40.30	\$ 40.30	Rate plus \$14.00 surcharge per day
"	" "	Pick-Up Truck (2-passengers)	Weekly	\$ 211.94	\$ 211.94	"
"	" "	Pick-Up Truck (2-passengers)	Monthly	\$ 805.95	\$ 805.95	"
455	Ford F-150 and Dodge Ram	Pick-Up Truck (4-passengers)	Daily (24-hour)	\$ 40.30	\$ 40.30	Rate plus \$14.00 surcharge per day
"	" "	Pick-Up Truck (4-passengers)	Weekly	\$ 211.94	\$ 211.94	"
"	" "	Pick-Up Truck (4-passengers)	Monthly	\$ 805.95	\$ 805.95	"
175	Ford Express and Chevrolet E350	Cargo Van (15-Passengers)	Daily (24-hour)	\$ 85.07	\$ 85.07	Rate plus \$14.00 surcharge per day
"	" "	Cargo Van (15-Passengers)	Weekly	\$ 446.76	\$ 446.76	"
"	" "	Cargo Van (15-Passengers)	Monthly	\$1,701.45	\$1,701.45	"

**1.402 QUICK PAYMENT TERM - RESERVED****1.403 PRICE TERM**

- A. Pricing for this Agreement shall be Fixed with prospective re-determination at the end of the initial contract period:
1. Prices quoted are the maximum for each State Fiscal Year from the date the Contract becomes effective.
 2. Prices are subject to change only at the end of the each Contract period:
 - Such changes shall be based only on changes in Contractor's actual costs incurred. Documentation of such changes must be provided with the Contractor's request for price change in order to substantiate any requested change.
 - Purchasing Operations 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, etc.).
 - Purchasing Operations 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.
 3. Approved changes shall be firm for the remainder of a contract fiscal period, unless further revised at the end of the next 365-day period.
 4. All requests for price changes shall be RECEIVED IN WRITING AT LEAST 60 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.
 5. For the month of September, invoices shall be submitted by Contractor as directed by the DMB-VTS, the State Buyer, or the State Contract Administrator to meet fiscal year-end closing due dates or other requirements; the continued payment of any charges due after September 30th of any fiscal year (for services provided prior to September 30th) will be subject to the continued availability of an appropriation for this purpose; also, see § 2.093.
 6. If the billing is not received as set forth above, no payment shall be made by the State for that billing period unless an exception is specifically authorized by the DMB Department Director or his/her delegated representative.

1.5 Quantity

Contractor shall supply all quantity(ies) that the State requires, when and as requested by each individual State Agency or Department.

1.6 Other Terms and Conditions – RESERVED



Article 2 – General Terms and Conditions

2.0 Introduction

2.001 GENERAL PURPOSE

This Contract is to provide rental vehicle services to the State of Michigan. Exact quantities to be purchased are unknown; however, Contractor shall 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 and Departments as described in the Statement of Work.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Purchasing Operations, State of Michigan, Department of Management and Budget (DMB), hereinafter known as Purchasing Operations, for DMB's Vehicle and Travel Services, hereinafter known as VTS. Where actions are a combination of those of Purchasing and the State agencies, the authority will be known as the State.

Purchasing Operations 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. Purchasing is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Purchasing Operations 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 Purchasing Operations and the listed contract administrator.

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

Department of Management and Budget
Purchasing Operations
Attn: Malynda Little
2nd Floor, Mason Building
P.O. Box 30026
Lansing, Michigan 48909
(517) 373-8622
littlem3@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 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 approximately three (3) years and will commence with the issuance of a Contract, which shall be **effective from February 01, 2008 through January 31, 2011.**



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 Purchasing 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 Purchasing to exercise an option year.

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

2.005 GOVERNING LAW

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

2.006 APPLICABLE STATUTES

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

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

MI OSHA MCL §§ 408.1001 – 408.1094

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

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

MI Consumer Protection Act MCL §§ 445.901 – 445.922

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

Department of Civil Service Rules and regulations

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

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

MCL §§ 423.321, et seq.

MCL § 18.1264 (law regarding debarment)

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

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

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

Rules and regulations of the Environmental Protection Agency

Internal Revenue Code

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

The Civil Rights Act of 1964, USCS Chapter 42

Title VII, 42 USCS §§ 2000e et seq.

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

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

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

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

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

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

Sherman Act, 15 U.S.C.S. § 1 et seq.

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

Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State 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.

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

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

A. 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, then Contractor shall notify Purchasing within 30 days.
 2. Contractor shall also notify the Purchasing 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.
- B. Contractor shall:
1. Maintain current, accurate, and complete inventory records of assets and their costs;
 2. Provide Purchasing or designated representative ready access to the records upon request;
 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

2.103 SOFTWARE COMPLIANCE – RESERVED

2.104 RESERVED

2.105 PERFORMANCE AND RELIABILITY EVALUATION (PARE) – RESERVED

2.106 PREVAILING WAGE – RESERVED

2.107 PAYROLL AND BASIC RECORDS – RESERVED

2.108 COMPETITION IN SUB-CONTRACTING

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

Contractor and all subcontractors involved in the performance of this Contract providing call or contact center services to the State 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 Contract.

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE-RESERVED

2.202 CONTRACT PAYMENT SCHEDULE

All invoices shall reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor, pursuant Article 1, § 1.4 (D), *Project Pricing, Invoicing,*



Unless otherwise agreed in writing, correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., "Payments to Private Enterprises", and pursuant to Article I, § 1.4 (D), *Project Pricing, Invoicing*, and within thirty (30) days after delivery of services. .

2.203 POSSIBLE PROGRESS PAYMENTS-RESERVED

2.204 STATE ADMINISTRATIVE FEE – RESERVED

2.205 ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is MANDATORY for State contractors. Vendor is required to 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 Mi-DEAL PROGRAM

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, nonprofit hospital, institution of higher learning, or community or junior colleges. As a result of the enactment of this legislation, the MiDEAL Program has been developed. This program extends the use of State contracts to program members. The State agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of State secure a greater return for the expenditure of public funds. It is the policy of Purchasing, Department of Management and Budget, that the final approval to utilize any such Contract in this manner must come from the Contract vendor.

In such cases, Contract vendors supply merchandise at the established State of Michigan Contract prices and terms. Inasmuch as these are non-State agencies, all purchase orders will be submitted by, invoices will be billed to, and the authorized MiDEAL member on a direct and individual basis in accordance with Contract terms will remit payment.

2.3 Contract Rights and Obligations

2.301 INCURRING COSTS

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

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. 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

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 Purchasing.

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 Purchasing has given written consent to the delegation.

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 (a) the product provided or (b) 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 – RESERVED

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

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 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 State 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 State 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 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**

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

2.308 FORM, FUNCTION, AND UTILITY-RESERVED**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 LIABILITY INSURANCE**A. Insurance**

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.

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.

Insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater (also see Article I, § 1.101 (J), *Specifications, Vehicle Insurance*).

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 Purchasing, 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 30 days prior written notice, except for 10 days for non-payment of premium, having been given to the Director of Purchasing, Department of Management and Budget.



The notice must include the Contract or Purchase Order number affected and be mailed to Director, Purchasing, 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)

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.

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.

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. RESERVED.

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

Contractor shall also maintain all required insurance coverage throughout the term of the Contract, including 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 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.

2.311 WORKPLACE SAFETY

A. In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.



B. In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at www.michigan.gov/mdcs.

2.312 WORKPLACE DISCRIMINATION

Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Contractor also hereby represents that, in performing this contract, it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or 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.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.

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 Purchasing 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 Purchasing Operations.** The Contract Compliance Inspector for this project is:

David Ancell, Operations Manager
Vehicle & Travel Services
Department of Management & Budget
6951 Crowner Drive
Lansing, MI 48893
Telephone: (517) 322-5051
Electronic Mail: ancelld@michigan.gov



2.402 PERFORMANCE REVIEWS

Purchasing in conjunction with the Michigan Department of Natural Resources 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 Purchasing, 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 Purchasing, 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

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 Purchasing has approved a change.

2.502 QUALITY ASSURANCE

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

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

2.503 INSPECTION

All goods are subject to inspection and testing. In the event goods are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the goods or retain the goods and correct the defects. The Contractor shall pay the State for expenses incurred in correcting defects. Rejected goods will be held for 45 days after delivery. The Contractor must arrange for the return of said goods, including paying for handling, packing, and transportation costs. The State has the authority to dispose of the goods without further liability to the State in the event the Contractor fails to make arrangements within the specified time period.

**2.504 GENERAL WARRANTIES (goods)***Warranty of Merchantability –*

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

Warranty of fitness for a particular purpose –

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

Warranty of title –

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

2.505 CONTRACTOR WARRANTIES – RESERVED**2.506 STAFF – RESERVED****2.507 RESERVED****2.508 EQUIPMENT WARRANTY – RESERVED****2.509 RESERVED****2.6 Breach of Contract****2.601 BREACH DEFINED**

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

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

2.602 NOTICE AND THE RIGHT TO CURE

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



2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud 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, workaroud 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 be 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 LIQUIDATED DAMAGES-RESERVED****2.704 STOP WORK-RESERVED****2.705 SUSPENSION OF WORK-RESERVED****2.8 Changes, Modifications, and Amendments****2.801 APPROVALS**

This 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

Purchasing 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 Purchasing.

2.804 AUDIT AND RECORDS UPON MODIFICATION

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

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

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



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

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

2.805 CHANGES

- A. The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
- (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) In the State-furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- B. Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
- (1) The date, circumstances, and source of the order; and
 - (2) That the Contractor regards the order as a change order.
- C. 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.