



STATE OF MICHIGAN
ENTERPRISE PROCUREMENT
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7
 to
 Contract Number 071B1300074

CONTRACTOR	TRUCK & TRAILER SPECIALTIES INC
	6726 Hanna Lake
	Dutton, MI 49316
	Dan Bouwman
	616-698-8215
	dbouwman@ttspec.com
	*****7438

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poyers@michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 284-6996	
		dufour@michigan.gov	

CONTRACT SUMMARY			
HEAVY EQUIPMENT STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
October 1, 2010	September 30, 2013	2 - 1 Year	December 31, 2016
PAYMENT TERMS		DELIVERY TIMEFRAME	
		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B.			
DESCRIPTION OF CHANGE NOTICE			
OPTION	LENGTH OF OPTION	EXTENSION	REVISD EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>	December 31, 2016
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$2,074,000.00	\$800,000.00	\$2,874,000.00	
DESCRIPTION			
Effective 9/13/2016, this contract is hereby increased by \$800,000. All other terms, conditions, specifications, and pricing remain the same. Per agency request, DTMB Procurement approval, and State Administrative Board approval on 9/13/2016.			



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 6

to

Contract Number 071B1300074

CONTRACTOR	TRUCK & TRAILER SPECIALTIES INC
	6726 Hanna Lake
	Dutton, MI 49316
	Dan Bouwman
	616-698-8215
	dbouwman@ttspec.com
	*****7438

STATE	Program Manager	Scott Poyer	SW
		517-284-6448	
		poyers@michigan.gov	
	Contract Administrator	Yvon Dufour	DTMB
		(517) 284-6996	
		dufouy@michigan.gov	

CONTRACT SUMMARY				
HEAVY EQUIPMENT STATEWIDE				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2010	September 30, 2013	2 - 1 Year	December 31, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
F.O.B.				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		December 31, 2016
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$1,950,000.00	\$124,000.00	\$2,074,000.00		
DESCRIPTION				
Effective 8/29/2016, this contract is hereby increased by \$124,000. Please note the Program Manager has been changed to Scott Poyer. All other terms, conditions, specifications and pricing remain the same. Per agency request, and DTMB Procurement approval.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET
 PROCUREMENT

525 W. ALLEGAN STREET
 LANSING, MI 48933

P.O. BOX 30026
 LANSING, MI 48909

CHANGE NOTICE NO. 5
 to
 CONTRACT NO. 071B1300074
 between
 THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Truck & Trailer Specialties Inc 6726 Hanna Lake Dutton MI, 49316	Dan Bouwman	dbouwman@ttspec.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	616-698-8215	*****7438

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Smith, Dan	517-334-7767	smithd4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufourey@michigan.gov

CONTRACT SUMMARY				
DESCRIPTION: Heavy Equipment Statewide				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
October 1, 2010	September 30, 2013	2 - 1 Year	March 30, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
45 Days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
F.O.B				

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	9 Months	12/31/2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,500,000.00		\$ 450,000.00	\$1,950,000.00	

DESCRIPTION:

Effective March 15, 2016, this contract is extended 9 months; and is increased by \$ 450,000.00 The revised contract expiration date is December 31, 2016. All other terms, conditions, specifications, and pricing remain the same. Per DTMB request, DTMB Procurement approval, and State Administrative Board approval on March 15, 2016.

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 4890
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4
 to
CONTRACT NO. 071B1300074
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
TRUCK & TRAILER SPECIALTIES INC 6726 Hanna Lake Dutton Michigan 49316	Dan Bouwman	dbouwman@ttspec.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	616-698-8215	7438

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Dan Smith	(517) 334-7767	smithd4@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: HEAVY EQUIPMENT STATEWIDE			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE (S) NOTED BELOW
October 01, 2010	September 30, 2013	2, 1 year	September 30, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P Card: <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B.			

DESCRIPTION OF CHANGE NOTICE

EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXPIRATION DATE
<input type="checkbox"/>		<input type="checkbox"/>	6 Months	March 30, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,500,000.00		\$0.00	\$1,500,000.00	

DESCRIPTION:
 Effective 9/16/2015, this contract is hereby extended through 3/30/2016. Please note the Contract Administrator has been changed to Yvon Dufour. All other terms, conditions, specifications and pricing remain the same. Per DTMB request and agency 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. 3
 to
CONTRACT NO. 071B1300074
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Truck & Trailer Specialties 6726 Hanna Lake Rd., SE Dutton, MI 49316	Dan Bouwman	dbouwman@ttspec.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	616-698-8215	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Dan Smith	517-334-7767	Smith4@michigan.gov
BUYER	DTMB	Steve Rigg	517-284-7043	riggs@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Earth moving equipment – Statewide			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	2, 1 Year Options	September 30, 2014
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	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 checked="" type="checkbox"/> Yes <input 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	1 year	September 30, 2015
VALUE/COST OF CHANGE NOTICE:		ESTIMATED REVISED AGGREGATE CONTRACT VALUE:		
\$0.00		\$1,500,000.00		
Effective IMMEDIATELY the second option year available on this Contract is hereby UTILIZED . The REVISED Contract end date is September 30, 2015. All other terms, conditions, pricing and specifications remain unchanged. Please note that the buyer has been changed to Steve Rigg. Per agency request, vendor agreement and approval from DTMB-Procurement.				

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

July 1, 2013

CHANGE NOTICE NO. 071B1300074

to

CONTRACT NO. 2

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Truck & Trailer Specialties 6726 Hanna Lake Rd., SE Dutton, MI 49316	Dan Bouwman	dbouwman@ttspec.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	616-698-8215	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR	DTMB	Dan Smith	517-334-7767	Smithd4@michigan.gov
BUYER	DTMB	Klatra Pickett	517-373-7374	pickettk@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION: **Earth Moving Equipment-Statewide**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2010	September 30, 2013	2, 1yr	September 30, 2013
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:

P-card Direct Voucher (DV) Other

AVAILABLE TO MiDEAL PARTICIPANTS

Yes 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"/>	1 year	September 30, 2014

VALUE/COST OF CHANGE NOTICE:

\$0.00

ESTIMATED REVISED AGGREGATE CONTRACT VALUE:

\$ 1,500,000.00

Effective, June 1, 2013, the State hereby exercised one option year.

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

Per vendor, agency and DTMB Procurement approval.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET February 16, 2012
PROCUREMENT
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO.1
OF
CONTRACT NO. 071B1300074
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Truck & Trailer Specialties 6726 Hanna Lake Dutton, MI 49316	TELEPHONE (616) 698-8215 Dan Bouwman
	CONTRACTOR NUMBER/MAIL CODE
	BUYER/CA (517)241-1647 Klatra Pickett
Contract Compliance Inspector: Irene Pena Earth Moving and Work Safety Zone Equipment - Statewide	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013	
TERMS Net 30	SHIPMENT N/A
F.O.B. Delivered	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS None	
MISCELLANEOUS INFORMATION:	

THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.

NATURE OF CHANGE(S):

Effective February 16, 2012 the Buyer has been changed to:

**Klatra Pickett
Phone: (517) 373-7374
pickettk@michigan.gov**

AUTHORITY/REASON:

Per DTMB Procurement's approval.

TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$1,500,000.00

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

CONTRACT NO. 071B1300074
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR Truck & Trailer Specialties 6726 Hanna Lake Dutton, MI 49316	TELEPHONE (616) 698-8215 Dan Bouwman CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517)241-1647 Irene Pena, Buyer Specialist
Contract Compliance Inspector: Irene Pena Earth Moving and Work Safety Zone Equipment - Statewide	
CONTRACT PERIOD: 3 yrs. + 2 one-year options From: October 1, 2010 To: September 30, 2013	
TERMS <p style="text-align: center;">Net 30</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">Delivered</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">None</p>	
MISCELLANEOUS INFORMATION: <p style="color: blue;">THIS CONTRACT IS EXTENDED TO LOCAL UNITS OF GOVERNMENT.</p> <p>The terms and conditions of this Contract are those of ITB #07110200092 and 07110200128, this Contract Agreement and the vendor's quote dated 6/15/10. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take precedence.</p> <p>Estimated Contract Value: \$1,500,000.00</p>	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 07110200092 and 07110200128. Orders for delivery will be issued directly by the various State of Michigan Departments through the issuance of a Purchase Order Form. All terms and conditions of the invitation to bid are made a part hereof.

FOR THE CONTRACTOR: <hr/> <p style="text-align: center;">Truck & Trailer Specialties</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>	FOR THE STATE: <hr/> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Irene Pena, Buyer Specialist</p> <hr/> <p style="text-align: center;">Name/Title</p> <p style="text-align: center;">Commodities Division, Purchasing Operations</p> <hr/> <p style="text-align: center;">Division</p> <hr/> <p style="text-align: center;">Date</p>
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Attachment A, Pricing



DEFINITIONS

“Days” means calendar days unless otherwise specified.

“24x7x365” means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

“Additional Service” means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

“Audit Period” means the seven year period following Contractor’s provision of any work under the Contract.

“Bidder(s)” are those companies that submit a proposal in response to this RFP.

“Business Day,” whether capitalized or not, shall mean any day other than a Saturday, Sunday, Office of State **Employer mandated furlough day**, or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

“Blanket Purchase Order” is an alternate term for Contract and is used in the States computer system.

“Business Critical” means any function identified in any Statement of Work as Business Critical.

“Chronic Failure” is defined in any applicable Service Level Agreements.

“Deleted – Not Applicable” means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

“Deliverable” means physical goods and/or commodities as required or identified by a Statement of Work

“DTMB” means the Michigan Department of Technology, Management and Budget

“Environmentally preferable products” means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

“Excusable Failure” has the meaning given in **Section 2.244**.

“Hazardous material” means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

“Incident” means any interruption in Services.

“ITB” is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Bidders

“Key Personnel” means any Personnel designated in **Section 1.031** as Key Personnel.

“New Work” means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.



“Ozone-depleting substance” means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

“Post-Consumer Waste” means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

“Post-Industrial Waste” means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

“Recycling” means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

“Reuse” means using a product or component of municipal solid waste in its original form more than once.

“RFP” means a Request for Proposal designed to solicit proposals for services.

“Services” means any function performed for the benefit of the State.

“Source reduction” means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

“State Location” means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

“Subcontractor” means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

“Unauthorized Removal” means the Contractor’s removal of Key Personnel without the prior written consent of the State.

“Waste prevention” means source reduction and reuse, but not recycling.

“Waste reduction”, or “pollution prevention” means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

“Work in Progress” means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

“Work Product” refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request

This is a Contract to procure Earth Moving and Safety Work Zone Equipment.

1.012 Background

This is a master contract for State Agencies, MiDEAL members, and participating National Association of State Procurement Officers (NASPO) member states and their political sub-divisions to procure Earth Moving and Safety Work Zone Equipment. State Agencies include, but are not limited to: Michigan Department of Transportation (MDOT), Michigan Department of Natural Resources and Environment (DNRE) and Michigan Department of Veteran and Military Affairs (DMVA).

Attachment A, Price Proposal, includes items with firm-fixed pricing on specific items and pricing and/or discounts the Contractor provided as part of 1.0707, Special Programs.

1.020 Scope of Work and Deliverables

1.021 In Scope

Contractor must provide the Earth Moving and Safety Work Zone Equipment for purchase as specified in Attachment A, Price Proposal. Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in this Contract.

1.022 Work and Deliverable – Deleted, Not Applicable

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Contractor must have the capacity to receive orders electronically, by phone, facsimile, and by written order. Contractors shall have internal controls, approved by Purchasing Operations, to insure that authorized individuals with the State place orders. The contractor must verify orders that have quantities that appear to be abnormal or excessive.

It is the preference of the State of Michigan that the Contractor have an accessible customer service department with an individual specifically assigned to State of Michigan accounts. It is the preference of the State of Michigan that the Contractor have experienced sales representatives make timely personal visits to State accounts. The Contractor’s customer service must respond to State agency inquiries promptly. It is the preference of the State of Michigan that the Contractor provides a statewide toll-free number for customer service calls.

Any supplies and services to be furnished under this contract shall be ordered by issuance of a purchase order. Orders will be issued by the various state agencies, MiDEAL members, and participating National Association of State Procurement Officers (NASPO) member states and their political sub-divisions.

All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and the contract, the contract shall control.

If mailed, a purchase order is considered “issued” when the State deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods.



1.040 Project Plan

1.041 Project Plan Management – Deleted, Not Applicable

1.042 Reports

Reports shall be submitted as requested by the State of Michigan.

For purchases by MiDEAL program members (authorized local units of government), Contractor must submit reports of purchasing activities to Purchasing Operations, DTMB on a quarterly basis. Reports must include, at a minimum, an itemized listing of purchasing activities by each agency, with the agency name, and the total value of purchases for each agency, and a grand total of all purchases.

1.050 Acceptance

1.051 Criteria

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

Equipment shall be furnished and delivered in new and operational condition. Damaged equipment will not be accepted by the State, and the Contractor will have to repair or replace the damaged equipment at the Contractor's expense.

1.052 Final Acceptance

The Contractor shall furnish and deliver the specified equipment to the Michigan location. The State, or their designee, will inspect equipment and approve acceptance of goods upon delivery.

1.060 Proposal Pricing

1.061 Proposal Pricing

Contract pricing is found on Attachment A, Pricing.

Equipment items for purchase must be the newest model year available.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See www.michigan.gov/dmb for current rates.

State Administrative Fee

The Contractor must collect an Administrative Fee on the sales transacted under this Contract. The Contractor must remit the Administrative Fee in U.S. dollars within 30 days after the end of the quarterly sales reporting period. The Administrative Fee equals **two (2) percent** of the total quarterly sales reported. Contractor must include the Administrative Fee in their prices.

The Contractor must remit any monies due as a result of the close-out report at the time the close-out report is submitted to Purchasing Operations.

The Contractor must pay the Administrative Fee by check. To ensure the payment is credited properly, the Contractor must identify the check as an "Administrative Fee" and include the following information with the payment: *Applicable State BPO Number, report amount(s), and reporting period covered.*



Contractor must forward the check to the following address:

*Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909*

Please make check payable to: State of Michigan

1.062 Price Term

(X) Fixed with prospective re-determination at an agreed upon time

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

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. 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). 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. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST TEN DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.**

1.063 Tax Excluded from Price

(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted, Not Applicable

1.070 Commodity Requirements and Terms

Product Quality

1.0701 Specifications

See Attachment A, Pricing for items available under this contract.



1.0702 Alternate Bids – Deleted, Not Applicable

1.0703 Research and Development – Deleted, Not Applicable

1.0704 Quality Assurance Program

Contractor to provide detail regarding any Quality Assurance Program(s) that are currently in place within their organization.

Truck & Trailer Specialties, Inc.

Quality Assurance and Warranty

Truck & Trailer Specialties does not have a formal quality assurance program in affect, however, the manufacturers that we represent do have quality assurance programs. We do however have procedures in place for processing orders that assure prompt and accurate compliance with contracts received. The following procedures are standard operating methods to determine both customer expectations and contract compliance

1. Specifications review. All contracts include a specifications review that determines our compliance and the acceptance of any exceptions that we would list in our bid proposals. Specifications review meeting include manufacturers representatives and well as Truck & Trailer Specialties representatives. Contracting agency would include, but not be limited specifications engineers as well as users, and any personnel that the agency would deem necessary for attendance.
2. Print approval- Prior to manufacturing, the specifications engineer would be provided with manufacturing prints and design prints for approval. No manufacturing would be started until any issues relative to design and specification compliance were resolved.
3. Inspection- When required, agency personnel would be afforded the opportunity of a prototype inspection in order to verify contract compliance. Any issues found in non compliance would be resolved prior to delivery
4. Delivery and Inspection. Upon delivery of non installed equipment, Truck & Trailer Specialties personnel and agency personnel will inspect to assure specification compliance. If it is determined that the equipment does not comply with the specifications, the equipment will be returned to the manufacturer for the modifications necessary for compliance or will be picked up by Truck & Trailer Specialties, Inc. for modification at their facility. For equipment that is installed, agency personnel will be afforded the opportunity for a “pre paint inspection”, at Truck & Trailer Specialties, Inc facility in Dutton , Mi. prior to delivery. All shipping and deliver costs associated with non compliance issues will be the responsibility of Truck & Trailer Specialties, Inc.
5. Invoice. After compliance issues are resolved, and the equipment has been approved, the invoice for the purchase orders will be generated.

Compliance Personnel

Specifications Review and Inspections for non installed equipment with agency personnel will be the responsibility of Dan Bouwman and/ or Bob Slocum .

Specifications Review and Inspections for installed equipment with agency personnel will be the responsibility of Dan Bouwman and/ or Mark Bouwman .

Modifications required for compliance will be the responsibility of Dan Bouwman and the warranty representative for the manufacturer. For modification done at Truck & Trailer Specialties, Mark Bouwman will also be designated as compliance person.

Warranty

All equipment sold by Truck & Trailer Specialties includes a minimum of a 1 year limited warranty for both parts and labor. Additional extended warranties vary from the different manufacturers that we represent. Warranty documentation will be provided at preconstruction/specification review meetings

1.0705 Warranty for Products or Services

For any equipment purchased, the manufacturers’ standard warranty shall apply. In addition there shall be an option for the state to purchase extended warranty coverage, if desired.



1.0706 Training

The Contractor must provide operator and service training to individual agencies, when necessary, on larger, more complex equipment that requires training. This training must be equivalent to the training that is offered to retail customers. At the request of the state agency, the Contractor must provide in-service training to agency personnel on products, installation, and product safety issues. The Contractor must provide training as needed during the period covered by the contract at no additional charge.

The training facilitator at Truck & Trailer Specialties, Inc. is Bob Slocum. The last number of years, our training has focused on hydraulic systems as well as electronic spreader controllers. We have sponsored training classes for those interested on Rexroth hydraulics, Dickey-john controllers, Gresen hydraulics, and Basic Controllers. Our training includes power point demonstrations, and when available also includes live demonstrations of equipment. Also included are education/demonstration simulators for controllers and also pneumatic simulators. Training seminars usually include manufacturers representatives as well as our own staff persons. As defined by the specifications, training can and is often times held at the contracting agency's facility or is held at a location that is mutually convenient to enrollees and presenters. We have also conducted training at the various manufacturers facilities when required by contract. Normally this type of training involves out of state travel that is not supported by the various contracts. It is available if specified in the contract.

1.0707 Special Programs

Discounts are offered on purchases for all categories within Contractor's Agricultural, Grounds, and Roadside catalog. This must encompass attachments for base models.

Contractor must provide multi-unit discounts for all of their catalog items which are not included under the Attachment A, Price Proposal, State Item Listing Tab, SOM Earth Moving and Safety Work Zone Equipment List.

Quantity discounts have been applied to all the items on pricing attachment A.

Discount on Manufacturers list pricing schedule would be 15% off the list price for both whole goods as well as parts pricing

Discounts will be applied to all State of Michigan agencies as well as MiDeal members.

1.0708 Security

This Contract may require frequent deliveries to State of Michigan facilities. Upon request by the State, the Contractor shall provide the results of all security background checks.

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

The Contractor and its Subcontractors shall comply with the security access requirements of individual State facilities; see section 2.091, Background Checks and Security.

Delivery Capabilities

1.0709 Time Frames

The equipment specified is all non standard equipment and is not available under a quick ship program.

1.0710 Minimum Order

There is no minimum order for orders.

1.0711 Packaging – Deleted, Not Applicable



1.0712 Palletizing

Shipments shall be palletized whenever possible and shall conform to the following:

- Manufacturer’s standard 4-way shipping pallets are acceptable.

1.0713 Delivery Term

Prices are "F.O.B. Delivered" with transportation charges prepaid on all orders of one (1) or more to the State.

Other F.O.B. terms will not be accepted.

1.0714 Contract Performance – Deleted, Not Applicable

1.0715 Place of Performance

Place of Performance Full address	Owner/Operator of facility to be used	Percent (%) of Contract value to be Performed at listed Location

1.0716 Environmental Requirements – Deleted, Not Applicable

1.0717 Subcontractors

Work to be subcontracted under Contract (use additional attachment if necessary; estimates are acceptable):

Description of Work to be sub-contracted	Percent (%) of total contract value to be sub-contracted	Sub-contractor’s name and principal place of business (City and State)
NONE		

1.0718 Reports and Meetings – Deleted, Not Applicable

1.0719 Samples/Models – Deleted, Not Applicable

1.080 Additional Requirements

1.081 Rental/Lease Equipment – Deleted/Not Applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of three (3) years beginning 10/01/10 through 09/30/13. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two (2) additional one (1) year periods.

2.003 Legal Effect

Contractor shall show acceptance of this Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering

The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown, however, the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

- (a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005**.
- (b) In the event of any inconsistency between the terms of the Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 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 the Contract.

2.008 Form, Function & Utility

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability

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

2.010 Consents and Approvals

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Purchasing Operations to be used by the State (which refers collectively to all other relevant State of Michigan departments and agencies), also is available to be used by MiDEAL members and participating National Association of State Procurement Officers (NASPO) member states. Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Irene Pena, Buyer Specialist
Purchasing Operations
Department of Technology, Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Penail@michigan.gov
(517) 241-1647

2.022 Contract Compliance Inspector (CCI)

After DTMB-PurchOps receives the properly executed Contract, it is anticipated that the Director of Purchasing Operations, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. The Contract Compliance Inspector for this Contract is:



Irene Pena, Buyer Specialist
Department of Technology, Management and Budget
520 W. Allegan St.
Lansing, MI 48933
Penai1@michigan.gov
(517) 241-1647
Fax (517) 335-0046

2.023 Project Manager – Deleted, Not Applicable

2.024 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a “Contract Change Notice”).
- (b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Purchasing Operations.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

2.025 Notices

Any notice given to a party under the Contract must be deemed effective, if addressed to the 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.

State:
State of Michigan
Purchasing Operations
Attention: Irene Pena
PO Box 30026
530 West Allegan
Lansing, Michigan 48909



Contractor:
Dan Bouwman
Truck & Trailer Specialties
6726 Hanna Lake
Dutton, MI 49316

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the table. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign 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 other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.



2.032 Contract Distribution

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

2.033 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation

The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP.

2.036 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.



2.044 Invoicing and Payment – In General

- (a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.
- (b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State’s accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor’s invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.
- (c) 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., within 45 days after receipt, provided the State determines that the invoice was properly rendered.
- (d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Administrator and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

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

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.045 Pro-ration

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party’s continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor’s acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpeexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).



2.050 Taxes

2.051 Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining “two or more trades or businesses under common control” the term “organization” means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

- (a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State will have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, will introduce the individual to the appropriate State representatives, and will provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor’s removal of Key Personnel without the prior written consent of the State is an unauthorized removal (“Unauthorized Removal”). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel’s employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.
- (e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.



2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on the Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for the Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impede Contractor's performance under this Contract with the requests for access.

2.067 Contract Management Responsibilities

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

2.068 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.070 Subcontracting by Contractor

2.071 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.



2.072 State Consent to delegation

Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Technology, Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted in time agreed upon by the parties.

2.073 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. Attached as **Exhibit A** is a list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract.

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

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

2.080 State Responsibilities

2.081 Equipment

The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



2.090 Security

2.091 Background Checks

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted, Not Applicable

2.100 Confidentiality

2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's



scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Exclusions

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed

The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records

For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with the Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with the Contract.



2.113 Retention of Records

Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to the Contract and to the Services, equipment, and commodities provided under the Contract) pertaining to the Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution

If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors

- (a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of the contract, whichever is earlier.
- (b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under this Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.



- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.
- (l) All written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) It is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Purchasing Operations.

2.122 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 Contractor or on the container or label.

2.123 Warranty of Fitness for a Particular Purpose

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



2.124 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 Contractor 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 Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

2.125 Equipment Warranty

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

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a minimum period of one (1) year commencing upon the first day following Final Acceptance.

Within 30 business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work must be performed on the State of Michigan worksite(s) for rental contracts only.

2.126 Equipment to be New

All equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

2.127 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 Operations has approved a change order pursuant to **Section 2.024**.

2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.



2.130 Insurance

2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the services are performed by the Contractor, or by any Subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

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

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

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

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

See www.michigan.gov/dleg.

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

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

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

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED 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 according to applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If the applicable coverage is provided by a self-insurer, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.



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

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must 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 must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

- 7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.

- 8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must 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 must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must 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) must 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.

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-PurchOps, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the “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) must contain a provision indicating that coverages 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 Operations, Department of Technology, Management and Budget. The notice must include the Contract or Purchase Order number affected. Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds 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.

The Contractor must maintain all required insurance coverage throughout the term of the Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the 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, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification

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

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so



that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures

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

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.



2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches the contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

2.152 Termination for Cause

- (a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State
- (b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.
- (c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.
- (d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be 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 Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

- (a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).



(b) If funding for the Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.



2.158 Reservation of Rights

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

2.160 Termination by Contractor

2.161 Termination by Contractor

If the State breaches the Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.160** before it terminates the Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 30 days. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145**.

2.172 Contractor Personnel Transition

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor will notify all of Contractor's Subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.



2.175 Transition Payments

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

2.182 Cancellation or Expiration of Stop Work Order

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

2.190 Dispute Resolution

2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled



from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution

- (a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:
 - (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
 - (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract will be honored in order that each of the parties may be fully advised of the other's position.
 - (iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
 - (iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.
- (b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.
- (c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of the Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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 disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of the Contract.



2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

2.204 Prevailing Wage – Deleted, Not Applicable

2.210 Governing Law

2.211 Governing Law

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws

Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction

Any dispute arising from the Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark 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; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud



against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

- (b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:
 - (i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
 - (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:
 - (a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
 - (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
 - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB PurchOps.
 - (2) Contractor must also notify DTMB PurchOps 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.
 - (3) Contractor must also notify DTMB PurchOps within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

Contractor and/or 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 is a material breach of this Contract.

2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.



2.240 Performance

2.241 Time of Performance

- (a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.
- (d) Should the State of Michigan issue an Executive Order thru the Office of State Employer mandating furlough days, the furlough days will not be considered a Business Day. The Contractor will not seek additional costs from the State for project schedule extensions to the extent such extensions are needed due to Contractor's inability to complete deliverables and milestones in accordance with the project schedule as a result of the above mentioned furlough days.

2.242 Service Level Agreements (SLAs) – Deleted, Not Applicable

2.243 Liquidated Damages – Deleted, Not Applicable

2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.



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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

- (a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- (b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.
- (c) Damage Disputes - At the time of delivery to State Locations, the State must examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State and the contents inspected for possible internal damage not visible externally within 14 days of receipt. Any damage must be reported to the Contractor within five days of inspection.

2.252 Delivery of Deliverables

Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of the Contract.

2.253 Testing

- (a) Before delivering any of the above-mentioned Statement of Work Physical Deliverables or Services to the State, Contractor will first perform all required quality assurance activities to verify that the Physical Deliverable or Service is complete and conforms with its specifications listed in the applicable Statement of Work or Purchase Order. Before delivering a Physical Deliverable or Service to the State, Contractor must certify to the State that (1) it has performed the quality assurance activities, (2) it has performed any applicable testing, (3) it has corrected all material deficiencies discovered during the quality assurance activities and testing, (4) the Deliverable or Service is in a suitable state of readiness for the State's review and approval, and (5) the Deliverable/Service has all Critical Security patches/updates applied.
- (b) If a Deliverable includes installation at a State Location, then Contractor must (1) perform any applicable testing, (2) correct all material deficiencies discovered during the quality assurance activities and testing, and (3) inform the State that the Deliverable is in a suitable state of readiness for the State's review and approval. To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing.

2.254 Approval of Deliverables, In General

- (a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of



Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep the Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and the contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables – Deleted, Not Applicable

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.



2.257 Process for Approval of Physical Deliverables

The State Review Period for approval of Physical Deliverables is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 continuous Business Days for a Physical Deliverable). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Deliverable is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Deliverable (or at the State's election, after approval of the Deliverable). If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Deliverable in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon receipt of a corrected Deliverable from the Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Deliverable to confirm that the identified deficiencies have been corrected.

2.258 Final Acceptance

Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State – Deleted, Not Applicable

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data – Deleted, Not Applicable

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.



2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State’s approval must be done according to applicable State procedures, including security, access and configuration management procedures.

2.280 Extended Purchasing

2.281 MiDEAL

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. 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 governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. The contract vendor must submit invoices and pay the authorized MiDEAL member on a direct and individual basis according to contract terms.

IT IS MANDATORY THAT THIS CONTRACT BE MADE AVAILABLE TO ALL STATE OF MICHIGAN AGENCIES, AUTHORIZED MIDEAL PURCHASING PROGRAM MEMBERS, AND NASPO MEMBER STATES.

Please Visit Mi DEAL at www.michigan.gov/mideal under MiDEAL.

2.282 State Employee Purchases – Deleted, Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified ‘Energy Star’ products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:

For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as



(1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance:

Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

2.300 Other Provisions

2.301 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.



“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.

2.400 Lease Option

2.401 Delivery and Installation

Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location agreed upon by the parties and pay any and all delivery and installation costs in connection therewith.

2.402 Marking; Inspection

Lessor shall have the right to mark or affix a nonpermanent label on the Equipment for purposes of identifying it at a later date. Lessor or its agents shall have the right, from time to time, with prior written notice, during reasonable business hours, and subject to the needs of Lessee, to enter into and upon the property of Lessee for the purpose of inspecting the existence, condition and proper maintenance of the Equipment.

2.403 Title to the Equipment

During the Term of this Lease, title to the Equipment shall remain in Lessor. Title to the Equipment shall be conveyed to Lessee upon the occurrence of one of the following: (a) the exercise by Lessee of the purchase option under Section 22; or (b) the payment by Lessee of all sums required to be paid under this Lease as specified in the Lease Payment Schedule. Upon Lessee’s exercise of the purchase option or Lessee’s payment of all sums due under the Lease Payment Schedule, Lessor shall transfer free and clear title to Lessee.

2.404 Taxes, Other Governmental Chares and utility Charges

The parties to this Lease contemplate that the Equipment will be used for governmental purposes of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due.

2.405 Insurance

Lessee is self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

2.406 Risk of Loss or Damage

Lessee shall assume all risk of loss, theft, damage to, or destruction of the Equipment for any cause (“Loss or Damage”) upon acceptance, as described in Section 11. In the event of Loss or Damage to the Equipment, Lessee shall promptly report the same to Lessor and concerned governmental agencies. Lessee shall not be relieved of its obligation to pay Lease Payments or to perform any other obligations under this Lease by reason of any Loss or Damage. In the event of any Loss or Damage, Lessee shall either: (a) promptly replace lost Equipment or promptly repair damaged Equipment and place it in good repair and working condition and continue to make all Lease Payments; or (b) within sixty (60) business days of notifying Lessor that the Equipment will not be repaired, pay Lessor the outstanding principal balance and any unpaid accrued interest as of the payoff date, as described in the Lease Payment Schedule. Lessee shall have the right to retain any residual insurance benefit, which remains after payment to Lessor of the outstanding principal balance and unpaid accrued interest.



**Article 5 - Terms and Conditions for American Recovery and Reinvestment (ARRA) of 2009/2010
Funded Contracts**

5.000 Sub-Recipients Requirements

Contractor shall include these terms, including this requirement, in any of its subcontracts or subgrants in connection with projects funded in whole or in part with funds available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.010 Reporting & Registration Requirements (Section 1512)

Division A, Title XV, Section 1512 of the ARRA outlines reporting requirements. Not later than ten calendar days after the end of each calendar quarter, the State must submit a report that, at a minimum, contains the information specified in Section 1512 of the ARRA. It is imperative all contracts involving the use of ARRA funds include requirements that the Contractor supply the State with the necessary information to provide these reports (see RFP Section 1.042 Reports) in a timely manner.

The Contractor's failure to provide complete, accurate, and timely reports shall constitute an "Event of Default". Upon the occurrence of an Event of Default, the state department or agency may terminate this contract upon 30 days prior written notice if the default remains uncured within five calendar days following the last day of the calendar quarter, in addition to any other remedy available to the state department or agency in law or equity.

5.020 Buy American Requirement (Section 1605)

5.022 Required Use of American Iron, Steel, and Other Manufactured Goods

(a) **Definitions.** As used in this Section 5.020 —

"Designated Country" means Aruba, Australia, Austria, Belgium, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

"Designated country iron, steel, and/or manufactured goods" mean iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of a Designated Country; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in a Designated County into a new and different manufactured good distinct from the materials from which it was transformed.

"Domestic iron, steel and/or manufactured good" is iron, steel and/or a manufactured good that:

- (1) Is wholly the growth, product or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another county, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There in no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of goods occurs in the United States.

"Federal Agency" means the department or agency of the federal government that awarded funds to the State of Michigan from the ARRA that finance the project described in this RFP.

"Foreign iron, steel and/or manufactured good" means iron, steel and/or manufactured good that is not domestic or Designated country iron, steel and/or manufactured goods.

"Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"Public building" and "public work" means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the



United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

- (1) This term and condition implements:
 - (i) Section 1605(a) of Division A, Title XVI of the ARRA by requiring that all iron, steel, and manufactured goods used in the public building or public work are produced in the United States; and
 - (ii) Section 1605(d) of Division A, Title XVI of the ARRA, which requires the application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of Section 1605 of the ARRA do not apply to Designated country iron, steel, and/or manufactured goods procured for projects with an estimated value of \$7,433,000 or more.
- (2) The Contractor shall use only domestic or Designated country iron, steel and/or manufactured goods in performing work funded in whole or in part with funds available under the ARRA, except as provided in subparagraphs (3) and (4) of this paragraph (b).
- (3) The requirement in paragraph (2) of this Section 5.022(b) does not apply to the material listed by the Federal Agency as follows: None
- (4) The Federal Agency may add other iron, steel, and/or manufactured goods to the list in paragraph (b) (3) of this Section if the Federal government determines that—
 - (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
 - (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (iii) The application of section 1605 of the ARRA would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the ARRA.*

- (1)(i) Any Bidder’s request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b) (4) of this Section shall include adequate information for Federal Agency evaluation of the request, including—
 - (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Cost;
 - (E) Time of delivery or availability;
 - (F) Location of the project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this Section.
 - (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
 - (iv) Any Contractor’s request for a determination submitted after ARRA funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the Contractor does not submit a satisfactory explanation, the Federal Agency need not make a determination.
- (2) If the Federal Agency determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the ARRA applies, the State will



amend the contract to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended contract shall reflect adjustment of the contract amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the State shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

- (3) Unless the Federal Agency determines that an exception to section 1605 of the ARRA applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.
- (d) **Data.** To permit evaluation of requests under subparagraph (b)(4) of this Section based on unreasonable cost, the Bidder shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON				
Description	Unit of Measure	Quantity	Cost (Dollars)*	
Item 1:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
Item 2:				
Foreign steel, iron, or manufactured good	_____	_____	_____	
Domestic steel, iron, or manufactured good	_____	_____	_____	
<p>[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.] [* Include all delivery costs to the construction site.]</p>				

5.024 Notice of Required Use of American Iron, Steel, and Other Manufactured Goods

REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

- (a) Definitions. “Designated country iron, steel and/or manufactured goods,” “domestic iron, steel and/or manufactured goods”, “Federal Agency”, “Foreign iron, steel and/or manufactured good”, “Manufactured good,” “public building and public work,” and “steel,” as used in this Section, are defined in Section 6.022(a).
- (b) **Requests for determinations of inapplicability.** A prospective Bidder requesting a determination regarding the inapplicability of section 1605 of the ARRA should submit the request to the Federal Agency in time to allow a determination before submission of applications or proposals. Bidders should provide a copy of this request to DTMB. The prospective applicant shall include the information and applicable supporting data required by paragraphs (c) and (d) of Section 5.022 of this RFP in the request. If Bidder has not requested a determination regarding the inapplicability of Section 1605 of the ARRA before submitting its application or proposal, or has not received a response to a previous request, the applicant shall include the information and supporting data in the application or proposal. The Federal Agency is sole entity authorized to make determinations regarding the inapplicability of Section 1605 of the ARRA.



(c) *Evaluation of project proposals.*

If the Federal Agency determines that an exception based on unreasonable cost of domestic iron, steel, and/or manufactured goods applies, the State will evaluate a project requesting an exception to the requirements of section 1605 of the ARRA by adding to the estimated total cost of the project 25 percent of the project cost, if foreign iron, steel, or manufactured goods are used in the project based on unreasonable cost of comparable manufactured domestic iron, steel, and/or manufactured goods.

(d) *Alternate project proposals.*

- (1) When a project proposal includes foreign iron, steel, and/or manufactured goods, other than Designated country iron, steel and/or manufactured goods, not listed in paragraph (b)(3) of the Section 5.022, the Bidder also may submit an alternate proposal based on use of equivalent domestic iron, steel, and/or manufactured goods.
- (2) If an alternate proposal is submitted, the Bidder shall submit a separate cost comparison table prepared in accordance with paragraphs (c) and (d) of Section 5.022 the this RFP for the proposal that is based on the use of any foreign iron, steel, and/or manufactured goods for which the Federal Agency has not yet determined an exception applies.
- (3) If the Federal Agency determines that a particular exception requested in accordance with paragraph (b) of Section 5.022 of this RFP does not apply, the State will evaluate only those proposals based on use of the equivalent domestic or designated country iron, steel, and/or manufactured goods, and the Contractor shall be required to furnish such domestic or designated country items.

5.030 Wage Rate Requirements (Section 1606)

All laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with funds available under the ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40 of the United States Code. (See ARRA Sec. 1606 & RFP Section 2.204 Prevailing Wage). The Secretary of Labor’s determination regarding the prevailing wages applicable in Michigan is available at <http://www.gpo.gov/davisbacon/mi.html>.

5.040 Inspection & Audit of Records

The Contractor shall permit the United States Comptroller General or his representative or the appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1998 or his representative (1) to examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) to interview any officer or employee of the Contractor or any of its subcontractors/subgrantees regarding the activities funded with funds appropriated or otherwise made available by the ARRA.

5.050 Whistle Blower Protection for Recipients of Funds

Contractor shall not discharge, demote or otherwise discriminate against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract or grant relating to Covered Funds; (2) a gross waste of Covered Funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of Covered Funds; an abuse of authority related to implementation or use of Covered Funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to Covered Funds. In this Subsection, “Covered Funds” shall have the same meaning as set forth in Section 1553(g)(2) of Division A, Title XV of the ARRA.

(a) Recipient must post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA. (For the Michigan Civil Service Whistle Blowers Rule 2-10 link to: http://www.michigan.gov/mdcs/0,1607,7-147-6877_8155-72500--,00.html)

(b) The Contractor shall include the substance of this clause including this paragraph (b) in all subcontracts.



5.060 Funding of Programs

The Contractor acknowledges that the programs supported with temporary federal funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, will not be continued with state financed appropriations once the temporary federal funds are expended.

5.070 Fixed Price- Competitively Bid

Contractor, to the maximum extent possible, shall award any subcontracts funded, in whole or in part, with ARRA funds as fixed-price contracts through the use of competitive procedures.

5.080 Segregation of Costs

Contractor shall segregate **obligations and expenditures of ARRA funds from other funding. No part of funds made available under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be comingled with any other funds or used for a purpose other than that of making payments for costs allowable under the ARRA.**

5.090 Publication

All contract solicitations funded in whole or in part with ARRA funds will be posted on the www.bid4michigan.com website. All contracts resulting from the ARRA will be published on the State of Michigan's Recovery Web site, www.michigan.gov/recovery.

Contractor shall include the Michigan Recovery logo on all signage or other publications in connection with the activities funded by the State of Michigan through funds made available by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5.

5.100 Buy Michigan Preference

A preference is given to products manufactured or services offered by Michigan-based firms if all other things are equal and if not inconsistent with federal statute (see MCL 18.1261).

5.110 Non- Discrimination

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and other civil rights laws applicable to recipients of Federal financial assistance (see RFP Section 2.201 Non-Discrimination).

5.120 Prohibition on Use of Funds

None of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pools, or similar projects.

5.130 False Claims Act

The Contractor shall promptly refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

5.140 Conflicting Requirements

Where ARRA requirements conflict with existing state requirements, ARRA requirements control.



5.150 Job Opportunity Posting Requirements

Contractor shall post notice of job opportunities created in connection with activities funded in whole or in part with ARRA funds in the Michigan Talent Bank, www.michworks.org/mtb.



Appendix A

All Pricing is based on Net 30 days after completion

Item	Make/Model Bid	Estimated Quantity	Unit Price
Truck Utility Body, 14 foot per MDOT spec. 03-CU14SO.09	Monroe Custom Body	2 to 8	\$16,914.00 ea
Truck Utility Body, 14 foot, per MDOT spec. 03-CU14.09	Monroe Custom Body	2 to 8	\$16,344.00 ea
Truck Utility Body, 8 foot with sliding cover per MDOT spec. 03-200U08.09	Stahl model G101-48.5 Grand Challenger Option for Monroe custom body	2 to 8	\$6,613.00 each Option \$6,070.00
Truck Utility Body, 11 foot per MDOT spec. 03-20CU11.09	Monroe Custom body	2 to 8	\$12,609.00 each
Truck Dump Body, 9 foot per MDOT spec. 03-09CDMP.09	Crysteel E tipper w LB510 hoist	2 to 8	\$4,663.00 ea See enclosed options
Truck Dump Body, 8 foot per MDOT spec 03-08CDMP.09	Crysteel E tipper w LB510 hoist	2 to 8	\$4,526.00 ea See enclosed options for installation
Truck Dump Body State Rack , 12 foot per MDOT spec 03-DS.06	Parkhurst platform with Crysteel hoist	1 to 2	\$10,669.00 ea.
Arrow, Portable, Battery/solar powered, tandem axle trailer per MDOT spec. 12-2501.07	Wanco model WTSP55-LSA-01	1 to 8	\$10,740.00 ea.

Please note: The quantities listed are an estimate only. The State of Michigan is not obligated to purchase any or all quantities listed here. Purchases may be considerably higher than anticipated or considerably lower depending on agency need. Vendors should take this into consideration when placing a bid.



I GENERAL

It is the intent of this specification to provide **six (6)** battery/solar powered arrow boards mounted on tandem axle trailers and capable of carrying cones and roll-up sign boxes with stands, for advanced traffic control of highway lane closures.

The timely delivery of these trailer mounted arrow boards is essential to the department's ability to meet its daily demands. Delivery shall be completed in 120 days. If the units are received by MDOT and do not meet the specifications they shall not be considered completed until all complaints are resolved. Payment shall be approved when the unit is determined to be complete.

Contact person for this specification is **Jeff Turner at (517) 334-7763**. Office hours are 7:00 am to 3:30pm Monday through Friday except Holidays.

II GENERAL WORKMANSHIP

Workmanship is expected to be of high quality throughout in accordance with acceptable industry-wide practice and, where applicable, shall meet OSHA, MIOSHA regulations and ANSI, FMVSS standards and Michigan Vehicle Codes.

III PRECONSTRUCTION MEETING AND PROGRESS SCHEDULE

Within 15 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order.

IV PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder will be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed, but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDOT.

V LIQUIDATED DAMAGES

The delivery of vehicles/equipment must be consistent with the scheduling as established within the Purchase Order. If any vehicles/equipment is not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing this vehicles/equipment, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay.

The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor shall pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.



- A. If the Contractor does not deliver the vehicles/equipment before the delivery date scheduled, the Contractor shall pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle/equipment is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

- B. If the Contractor delivers the vehicles/equipment before the delivery due date specified and the vehicles/equipment do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles/equipment into fleet operation. The Contractor shall pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order unit cost per vehicle/equipment, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle/equipment accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 120 days from the day the Purchase Order is issued.**

V LIQUIDATED DAMAGES - continued

- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

VI PROGRESS PAYMENTS

Payment will be made on a per unit basis as completed flashing arrow trailers are accepted by the Department. Vendor is to prepare a separate invoice for each completed unit. Invoice must include unit number, model, and serial numbers for each sub-assembly.

VII EQUIPMENT IDENTIFICATION NUMBER

The unit numbers 12-2547 and 12-2561 through 12-2565, one for each unit, shall be bead welded to the trailer in 2 inch high numbers, welded or stamped to a plate and bolted the trailer. The numbers are to be installed on a location on the tongue where it can be easily seen.

VIII PRODUCT LITERATURE

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Bidder is to return manufacturer's product literature and detailed drawings, for the make and model offered with the bid. The literature and drawings are to show supporting data for the performance and design characteristics required in the specification.

IX DELIVERY

The bidder shall contact Jeff Turner at (517) 334-7763 at least 48 hours prior to delivery. Delivery shall be to the MDOT, A&E Garage, 2522 W. Main St. Lansing, MI, 48917 between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

X MANUALS

Bidder is to provide **two (2)** sets of operating, maintenance, and parts manuals with each unit at time of delivery.

XI SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

Quotations will be considered acceptable only in the following circumstances:

1. All blank spaces are completed with either yes or no, and if no list the type of deviation.
2. MDOT minimum requirements are met or exceeded.
3. MDOT maximum requirements are not exceeded.
4. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

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If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

XI SPECIFICATIONS - continued

1. I.T.B. No. IP-071110200128 2. Date: 06-14-2010

3. Name and Address of Bidder _____

Truck & Trailer Specialties, Inc

6726 Hanna Lake, Dutton, mi. 49316

4. Phone Number (616) 698-8215

5. Name, address, and phone number of Michigan dealership for warranty, parts and service.

Same as above

6. Vendor Contact Person

A. Print name: Daniel Bouwman

B. Signature: 

C. Phone: 616-698-8215

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D. Fax: _____ 616-698-0972 _____

XI SPECIFICATIONS - continued

7. Subcontractor, body installer, Etc.

A. Company Name and Address

_____NONE_____

B. Subcontractor contact person

1. Printed Name: _____

2. Phone: _____

3. Fax: _____

Make offered: ___Wanco_____

Model offered: ___ETSP55-LSA-01_____

8. TRAILER **YES** **NO** **DEVIATION**

Complete detailed drawings shall be submitted with this bid _____ x _____

Available for preconstruction meeting

Frame shall be constructed of 2 inch x
3 inch, 12 gauge tubing, with cross braces in the center,
and at 34 inches from both the front and rear _____ x _____

Rear bumper shall be 6 inch channel iron with cutouts
for tail lights _____ x _____

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8. TRAILER - continued	YES	NO	DEVIATION
Upper framework for arrow board shall be constructed of 2 inch x 2 inch, square, 12 gauge tubing	_x_	_____	_____
Exceed-2" x 3" x 1/4"			
Upper framework shall be supported and braced to provide a rigid framework for arrow board to prevent movement when board is in raised position	_x_	_____	_____
All gussets shall be 3/16 inch x 3 inch steel plate	_x_	_____	_____
Trailer bed dimensions shall be 144 inches long x 72 inches wide	_x_	_____	_____
Trailer bed shall be 3/16 inch thick flat steel	_x_	_____	_____
Trailer bed height shall be 19 inches maximum	_____	_x_	_20"_____
Tongue shall:			
a. consist of an "A" frame with center beam approximately 36 inches long plus the length of the coupler and shall extend to the second cross member of the bed	_x_	_____	_____
b. "A" frame shall be constructed of 2 inch x 3 inch, 12 gauge steel tubing	_x_	_____	_____
Tongue jack shall be top crank, swivel, 5,000 pound capacity, and have 15 inches travel with G-mount	_x_	_____	_____
Safety chains with latching hooks shall be provided that are suitable for the trailer GVWR and mounted at the top			

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of the "A" frame ___x___

Tandem axles shall be minimum 3,500 pound capacity each, with Torq Flex type suspension ___x___

8. TRAILER - continued

YES NO DEVIATION

Axle center shall be mounted approximately 10 inches to the rear of center of the bed to provide proper tongue weight ___x___

Both axles shall have surge type brakes with emergency/breakaway capabilities ___x___

Tires shall be 15 inch rated for the axle capacity _____

Four (4) wheel chock holders shall be mounted on both sides of trailer on fenders (two (2) per fender, front and rear) ___x___

Wheel chock holders shall be 3/16 inch x 1-1/2 inch steel 7 inches tall x 9-1/4 inches wide ___x___

Cone holding racks shall be mounted near rear corners of trailer and constructed of 3 inch x 10 inch channel iron with 1 inch pipe mounted to center of channel in a 1 inch pipe union welded to the channel for ease of replacement ___x___

Trailer shall have bolt on fenders ___x___

Choice of poly or steel

Hitch shall be a pintle type coupler with surge brakes equipped with a breakaway system adjustable from 14 inches to 28 inches inch working height _____x_____

16"-26"

A battery compartment shall be mounted at the front of of the bed with sign support mounted directly behind compartment ___x___

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Sign swing bar shall have 5/8 inch bolts for hinges, pin to lock board in operating position, supports to carry sign in travel position	__x__	___	_____
Sign shall be raised by a hand crank winch with brake	__x__	___	_____

8. TRAILER - continued **YES NO DEVIATION**

Clear opening to rear of trailer bed shall accommodate a sign carrying box with dimensions of 75 inches long x 53 inches x 60 inches tall supplied and mounted by MDOT	__x__	___	_____
--	-------	-----	-------

Comment _____

9. ARROW SIGN BOARD **YES NO DEVIATION**

Sign board shall be aluminum construction, welded frame 48 inches high x 96 inches wide with flat black finish	__x__	___	_____
--	-------	-----	-------

15 replaceable lamps shall be Par 46 LED arrow lamps	__x__	___	_____
--	-------	-----	-------

Controller shall be solid state design, capable of simultaneous or sequential arrow with caution modes	__x__	___	_____
--	-------	-----	-------

Controller shall have LED display illustrating exact message mode Arrow Board will display	__x__	___	_____
--	-------	-----	-------

Controller shall be fully enclosed, sealed, hinged lid, lockable with padlock separate from batteries, accessible from curbside, mounted approximately 5 feet from ground level	__x__	___	_____
---	-------	-----	-------

All connections shall be quick connect weatherproof design	__x__	___	_____
--	-------	-----	-------

Operating height of sign shall be approximately 146 inches	__x__	___	_____
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Solar panel shall be mounted above arrow board	__x__	_____	_____
Travel height shall be approximately 88 inches	__x__	_____	_____

9. ARROW SIGN BOARD - continued

YES NO DEVIATION

Power for the arrow shall be four (4), 12 volt (v) deep cycle industrial batteries, heavy duty battery charger with 120v AC input and 14.5v DC output and overcharge protection	_____	__x__	_____
---	-------	-------	-------

Maintenance free lead type sealed batteries

Arrow shall have solar assisted charging system and electronics for maintaining the battery voltage	__x__	_____	_____
---	-------	-------	-------

Solar panel modules shall be two (2) 48 watt high efficiency solar electric modules with single crystal solar cells, frame of anodized aluminum and glass of low iron and tempered strength	__x__	_____	_____
---	-------	-------	-------

Two 50 watt

Battery and charging system shall be mounted to the front of trailer covered with hinged metal or plastic enclosure, vented on both ends	__x__	_____	_____
--	-------	-------	-------

Enclosure shall be capable of being locked with a padlock	__x__	_____	_____
---	-------	-------	-------

Hinges shall be located to the front of the trailer	__x__	_____	_____
---	-------	-------	-------

Approximate measurements shall be 24 inches wide x 48 inches long x 18 inches high	_____	__x__	_____
--	-------	-------	-------

5.5" x 23.25" x 22.5" enclosure size

Cover shall include a battery charge (voltage) indicator, operated by a push button switch	__x__	_____	_____
--	-------	-------	-------

Comment _____

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

10. GENERAL	YES	NO	DEVIATION
Stop, tail, turn signals shall be four (4) light system, LED type, wired for turn signals independent of stop	__x__	_____	_____
Rear lights shall be mounted in the rear bumper	__x__	_____	_____
10. GENERAL - continued	YES	NO	DEVIATION
Trailer connector shall be 7-way round pin Berg type	__x__	_____	_____
Trailer connector shall be routed through a Betts Dri-seal weather-proof junction box mounted on the side of the tongue	__x__	_____	_____
Trailer frame, bed, and sign support shall be powder coated orange, Dupont IMRON #43106-U or equal	__x__	_____	_____
Arrow board shall be painted flat black enamel	__x__	_____	_____
<u>NO Scotch locks will be accepted</u>	__x__	_____	_____
All wiring shall be in weatherproof loom	__x__	_____	_____
All wiring shall be mounted to limit damage from crush of pinch type damage	__x__	_____	_____
All connections shall be soldered and enclosed in heat shrink	__x__	_____	_____
Delivery shall be 120 days	__x__	_____	_____
Comment _____			

End of Specification

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

I GENERAL

The vendor shall furnish one (1) 8 foot utility body with sliding lockable cover that will be installed by MDOT on a 2008 Ford F350, 4x4, crew cab, single rear wheel, 56 inch CA, 10,000 GVWR cab and chassis. The body furnished shall be new, of the latest model in current production and include all standard features normally offered. It shall meet all FMVSS, OSHA, MIOSHA, ANSI, State, and Federal standards

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the makes and models offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, installation, and parts manuals, per unit, for the utility body shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components of the utility body including all parts and labor. This warranty shall start on the in-service date which is when MDOT first begins to use the unit.

V PAINT

Utility body and all components shall be covered with primer

VI PRECONSTRUCTION MEETING AND PROGRESS SCHEDULE

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order. A detailed drawing showing the utility body installed on the truck cab and chassis shall be submitted by the vendor for MDOT approval at this time.

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

VII PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder will be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed on the cab & chassis but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDOT.

VIII DELIVERY

The bidder shall contact Dan Smith at (517) 334-7767 at least 48 hours prior to delivery. Delivery shall be to the MDOT, OAS Fleet Operations Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

IX LIQUIDATED DAMAGES

The delivery of vehicles/equipment must be consistent with the scheduling as established within the Purchase Order. If any vehicles/equipment are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay. The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor shall pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item

- A. If the Contractor does not deliver the vehicles/equipment before the delivery date scheduled, the Contractor shall pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle/equipment is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
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IX LIQUIDATED DAMAGES - continued

- B. If the Contractor delivers the vehicles/equipment before the delivery due date specified and the vehicles/equipment do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles into fleet operation. The Contractor shall pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 90 days from the day the Purchase Order is issued .**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor.

If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
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X SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

Quotations will be considered acceptable only in the following circumstances:

5. All blank spaces are completed with either yes or no, and if no list the type of deviation.
6. MDOT minimum requirements are met or exceeded.
7. MDOT maximum requirements are not exceeded.
8. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. I.T.B. No. ip-07111020092 03200U08.09 **2. Date:** 06/10/09

3. Name and Address of Bidder _____

Truck & Trailer Specialties, Inc_____

6726 Hanna Lake, Dutton, Mi. 49316_____

4. Phone Number (616) 698-8215_____

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X SPECIFICATIONS - continued

5. Name, address, and phone number of Michigan dealership for warranty, parts and, service.

_____ Same _____ as
above _____

6. Vendor Contact Person

A. Print name: _____ Daniel Bouwman _____

B. Signature: _____  _____

C. Phone: _____ 616-698-8215 _____

D. Fax: _____ 616-698-0972 _____

7. Subcontractor, body installer, Etc.

A. Company Name and Address

_____ None _____

B. Subcontractor contact person

1. Printed Name: _____

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
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2. Phone: _____

3. Fax: _____

8. BASIC SPECIFICATIONS

YES NO DEVIATION

Delivery shall be to :
MDOT's OAS Fleet Operations, 2522 W. Main St.,
Lansing, MI, 48917 between the hours of 8:00am
and 2:30pm, Monday through Friday, except public
holidays. Bidder shall contact Dan Smith at 517-334-7767
at least 48 hours prior to delivery

Delivery shall be 90 days from the date of notification
of cab & chassis availability

Utility body shall have all bare metal surfaces
pre-cleaned and prepped prior to applying a compatible
two part epoxy primer

urethane primer

Comment _____

9. CAB AND CHASSIS – SUPPLIED BY MDOT

Cab & chassis is a 2008 Ford F-350 4x4, single rear wheel
with four door crew cab. MDOT unit # 03-2127

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

Wheelbase is 172 inches

Cab to axle is 56 inches

9. CAB AND CHASSIS - continued

YES NO DEVIATION

GVWR is 10,800 pound

Engine is a V-10 gas

Transmission is a Ford TorqShift with PTO provision

Comment_____ **This is an optional bid for a Monroe Custom body**

10. UTILITY BODY

YES NO DEVIATION

Utility body approximate dimensions shall be:

- | | | | |
|--|-------------|-------------|---------------|
| a. 103 inches long | _____ | _____x_____ | _____96" |
| b. 40 inch high, body | _____ | _____x_____ | _____42.5 |
| c. 48 inch floor width | _____ | _____x_____ | _____48.5" |
| d. 26 inches floor to top of compartment | _____x_____ | _____ | _____ |
| e. 15 inch compartment depth | _____ | _____ | _____16"_____ |

The body to be furnished shall be designed for a chassis with a cab-to-axle dimension of approximately 56 inches	_____x_____	_____	_____
--	-------------	-------	-------

Body shall be galvanneal steel, Stahl model Grand Challenger G101or approved equal.	_____	_____x_____	_____
---	-------	-------------	-------

Monroe Custom body SBM4816 RT

A drawing of the proposed body shall be submitted with the bid	_____	_____x_____	_____
--	-------	-------------	-------

Available for preconstruction meeting

Automotive quality bubble type door seal shall be

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
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furnished on all compartment doors	__x_	___	_____
Floor shall be 12 gauge tread plate	__x_	___	_____
Front boxes shall be 14 gauge A/40 galvanneal steel	__x_	___	_____

10. UTILITY BODY - continued

YES NO DEVIATION

Front and intermediate partition shall be A/40 galvanneal steel	__x_	___	_____
Rear partition shall be 12 gauge A/40 galvanneal steel	__x_	___	_____
Wheel house panels shall be 14 gauge A/40 galvanneal steel	__x_	___	_____
Exceed-12 ga wheel panels			
Compartment sides shall be 14 gauge A/40 galvanneal steel	__x_	___	_____
Front bulkhead shall be 14 gauge A/40 galvanneal steel	__x_	___	_____
All shelving and dividers shall be 16 gauge steel minimum	___	__x_	___ 18 ga
Doors shall be double panel construction, 20 gauge A/40 galvanneal steel	__x_	___	_____
Exceed-19 ga door construction			
Hinges shall be 5/16 inch diameter, electro zinc steel rod type with stainless steel end bearings	___	__x_	_____
Hidden hinge design			
Locks shall be flush mounted	__x_	___	_____
All locks shall be keyed alike	__x_	___	_____
All vertical doors shall be equipped with spring loaded door holder	__x_	___	_____
Master locking system shall be provided on all compartments	__x_	___	_____

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
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All compartments shall have strip lighting with a master switch and pilot light in the cab, fused separately ___x_ ___ _____
Master switch shipped loose

10. UTILITY BODY - continued **YES NO DEVIATION**

Both street side and curb side compartments shall be approximately 40 inches tall and:

a. Front vertical – 29 inches wide	___	___x_	32"
b. Horizontal – 46 inches wide x 19 inches tall	___	___x	42"
c. Rear vertical – 20 inches wide	___	___x_	22"

Compartments shall include:
Front verticals, Curb side and Street side: One adjustable Tray with adjustable dividers and one adjustable shelf ___x_ ___ _____

Horizontal, Curbside one adjustable tray with dividers ___x_ ___ _____

Horizontal, Street side, open ___x_ ___ _____

Rear verticals, Curb side and street side: one adjustable Tray with adjustable dividers and cutout to horizontal Compartment ___x_ ___ _____

Tail gate: shall be approx. 13 3/4 inches above floor, to include center latch for one hand operation, and vinyl coated support cables ___ ___x_ ___ 12" tall

Aluminum knee braces- not cable supports

All exterior lights on body shall be LED type, conform with Motor Vehicle laws of the State of Michigan and include:

a. Clearance	___x_	___	_____
b. Stop	___x	___	_____
c. Tail	___x_	___	_____
d. Turn	___x_	___	_____
e. Back-up	___x_	___	_____

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

Rear bumper shall be step type with recess in center for trailer hitch ___x___

10. UTILITY BODY - continued **YES NO DEVIATION**

Low mount roof: shall include sliding panel and locking tail gate panel to completely enclose cargo area ___x___

Mounting kit for Ford F-350 ___x___

Fuel fill door ___x___
Includes fuel fill cutout, but the door should be supplied with the chassis

Comment _____

End of Specification

Truck & Trailer Specialties, Inc
6726 Hanna Lake
Dutton, Mi. 49316

State of Michigan
Bid no 071I0200092
Bid Item no 03-200U08.09 option for MCB body

Supply Mon roe Custom Body model no SB-96M4816-RT including the following
Body length is 96", comp height is 42.5", compartment depth is 16"
Floor Width is 48.5"
Floor to top of compartments is 26"
Street side compartments are as follows

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
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32" vertical with adjustable tray with dividers and 1 adjustable shelf

42" horizontal compartment with no shelving

22" vertical with adjustable shelf and shuttle panel to horizontal compartment

Curb side compartments are as follows

32" vertical with adjustable tray with dividers and 1 adjustable shelf

42" horizontal compartment with fixed tray with dividers

22" vertical with adjustable shelf and shuttle panel to horizontal compartment

Body includes 14 ga construction with structural under structure

Compartment tops are 14 ga

Load space walls are 14 ga

Floor is 12 ga tread plate

Doors are 19 ga double panel construction with 3 point rotary stainless steel paddle handles

Master locking system

Single lever master locking system for front doors of transverse compartment

2 section roller top installed

8" tread plate rear step bumper with center recess

Rope lighting as per spec

LED lighting for markers, backup lights, STT lights, and license plate light as per spec

FOB Lansing \$6,070.00

Options

Install Utility body on chassis,, supply and install backup alarm, install rear step bumper, wire all lights, install fuel fill hoses, and refinish body to match the cab

Add \$ 1,575.00

Submitted by Dan Bouwman

06/10/10

Standard literature is included. All of the specifications would include custom options and drawing would be available for a preconstruction meeting if required

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

I GENERAL

The vendor shall furnish one (1) 8 foot utility body with sliding lockable cover that will be installed by MDOT on a 2008 Ford F350, 4x4, crew cab, single rear wheel, 56 inch CA, 10,000 GVWR cab and chassis. The body furnished shall be new, of the latest model in current production and include all standard features normally offered. It shall meet all FMVSS, OSHA, MIOSHA, ANSI, State, and Federal standards

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the makes and models offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, installation, and parts manuals, per unit, for the utility body shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components of the utility body including all parts and labor. This warranty shall start on the in-service date which is when MDOT first begins to use the unit.

V PAINT

Utility body and all components shall be covered with primer

VI PRECONSTRUCTION MEETING AND PROGRESS SCHEDULE

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order. A detailed drawing showing the utility body installed on the truck cab and chassis shall be submitted by the vendor for MDOT approval at this time.

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**SPECIFICATION: 8 FOOT UTILITY BODY WITH SLIDING COVER TO BE
INSTALLED BY MDOT**

VII PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder will be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed on the cab & chassis but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDOT.

VIII DELIVERY

The bidder shall contact Dan Smith at (517) 334-7767 at least 48 hours prior to delivery. Delivery shall be to the MDOT, OAS Fleet Operations Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

IX LIQUIDATED DAMAGES

The delivery of vehicles/equipment must be consistent with the scheduling as established within the Purchase Order. If any vehicles/equipment are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay. The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor shall pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item

- A. If the Contractor does not deliver the vehicles/equipment before the delivery date scheduled, the Contractor shall pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle/equipment is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

IX LIQUIDATED DAMAGES - continued

- B. If the Contractor delivers the vehicles/equipment before the delivery due date specified and the vehicles/equipment do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles into fleet operation. The Contractor shall pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 90 days from the day the Purchase Order is issued .**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor.

If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

X SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

Quotations will be considered acceptable only in the following circumstances:

9. All blank spaces are completed with either yes or no, and if no list the type of deviation.
10. MDOT minimum requirements are met or exceeded.
11. MDOT maximum requirements are not exceeded.
12. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. **I.T.B. No.** 07110200092 03200u0809 2. **Date:** 06-05-10

3. **Name and Address of Bidder** Truck & Trailer Specialties, Inc

6726 Hanna Lake, Du8tton, Mi, 49316

4. **Phone Number** (616) 698-8215

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

X SPECIFICATIONS - continued

5. Name, address, and phone number of Michigan dealership for warranty, parts and service.

Same as above _____

6. Vendor Contact Person

A. Print name: Daniel Bouwman

B. Signature: _____

C. Phone: 616-698-8215

D. Fax: 616-698-0972

7. Subcontractor, body installer, Etc.

A. Company Name and Address

NA

B. Subcontractor contact person

1. Printed Name: _____

2. Phone: _____

3. Fax: _____

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

8. BASIC SPECIFICATIONS	YES	NO	DEVIATION
--------------------------------	------------	-----------	------------------

Delivery shall be to : MDOT's OAS Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 2:30pm, Monday through Friday, except public holidays. Bidder shall contact Dan Smith at 517-334-7767 at least 48 hours prior to delivery	_x_	_____	_____
---	-----	-------	-------

Delivery shall be 90 days from the date of notification of cab & chassis availability	_x_	_____	_____
--	-----	-------	-------

Utility body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	_x_	_____	_____
--	-----	-------	-------

Comment _____

9. CAB AND CHASSIS – SUPPLIED BY MDOT

Cab & chassis is a 2008 Ford F-350 4x4, single rear wheel
with four door crew cab. MDOT unit # 03-2127

Wheelbase is 172 inches

Cab to axle is 56 inches

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
 ROOF TO BE INSTALLED BY MDOT**

9. CAB AND CHASSIS - continued **YES NO DEVIATION**

GVWR is 10,800 pound

Engine is a V-10 gas

Transmission is a Ford TorqShift with PTO provision

Comment _____

10. UTILITY BODY **YES NO DEVIATION**

Utility body approximate dimensions shall be:

- | | | | |
|--|-------|-------|------------|
| f. 103 inches long | _____ | _x_ | ___101.5”_ |
| g. 40 inch high, body | _x_ | _____ | _____ |
| h. 48 inch floor width | _X_ | _____ | ___48.5___ |
| i. 26 inches floor to top of compartment | _x_ | _____ | _____ |
| j. 15 inch compartment depth | _x_ | _____ | ___15.75”_ |

The body to be furnished shall be designed for a chassis with a cab-to-axle dimension of approximately 56 inches _x_ _____

Body shall be galvanized steel, Stahl model Grand Challenger G101 or approved equal. _x_ _____

A drawing of the proposed body shall be submitted with the bid _x_ _____

Automotive quality bubble type door seal shall be furnished on all compartment doors _x_ _____ _clip on type_

Floor shall be 12 gauge tread plate _x_ _____

Front boxes shall be 14 gauge A/40 galvanized steel _____ _x_ ___16 ga___

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
 ROOF TO BE INSTALLED BY MDOT**

10. UTILITY BODY - continued	YES	NO	DEVIATION
Front and intermediate partition shall be A/40 galvanneal steel	_x_	___	_____
Rear partition shall be 12 gauge A/40 galvanneal steel	___	_x_	___16 ga___
Wheel house panels shall be 14 gauge A/40 galvanneal steel	_x_	___	_____
Compartment sides shall be 14 gauge A/40 galvanneal steel	___	_x_	___16ga___
Front bulkhead shall be 14 gauge A/40 galvanneal steel	_x_	___	_____
All shelving and dividers shall be 16 gauge steel minimum	_x_	___	_____
Doors shall be double panel construction, 20 gauge A/40 galvanneal steel Exceed-20 ga outer with 16 ga inner	_x_	___	_____
Hinges shall be 5/16 inch diameter, electro zinc steel rod type with stainless steel end bearings Concealed hinge type- not pin and bushings	___	_x_	_____
Locks shall be flush mounted	_x_	___	_____
All locks shall be keyed alike	_x_	___	_____
All vertical doors shall be equipped with spring loaded door holder	_x_	___	_____
Master locking system shall be provided on all compartments	_x_	___	_____
All compartments shall have strip lighting with a master switch and pilot light in the cab, fused separately	_x_	___	_____

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10. UTILITY BODY - continued **YES NO DEVIATION**

Both street side and curb side compartments shall be approximately 40 inches tall and:

- | | | | |
|---|-----|-------|-------|
| d. Front vertical – 29 inches wide | _x_ | _____ | _____ |
| e. Horizontal – 46 inches wide x 19 inches tall | _x_ | _____ | _____ |
| f. Rear vertical – 20 inches wide | _x_ | _____ | _____ |

Compartments shall include:

Front verticals, Curb side and Street side: One adjustable Tray with adjustable dividers and one adjustable shelf	_x_	_____	_____
---	-----	-------	-------

Horizontal, Curbside one adjustable tray with dividers	_x_	_____	_____
--	-----	-------	-------

Horizontal, Street side, open	_x_	_____	_____
-------------------------------	-----	-------	-------

Rear verticals, Curb side and street side: one adjustable Tray with adjustable dividers and cutout to horizontal Compartment	_x_	_____	_____
--	-----	-------	-------

Tail gate: shall be approx. 13 3/4 inches above floor, to include center latch for one hand operation, and vinyl coated support cables	_x_	_____	_____
--	-----	-------	-------

All exterior lights on body shall be LED type, conform with Motor Vehicle laws of the State of Michigan and include:

- | | | | |
|--------------|-------|-----|-------|
| f. Clearance | _____ | _x_ | _____ |
| g. Stop | _____ | _x_ | _____ |
| h. Tail | _____ | _x_ | _____ |
| i. Turn | _____ | _x_ | _____ |
| j. Back-up | _____ | _x_ | _____ |

Standard Stahl enclosed tail light is not available with LED lights

Rear bumper shall be step type with recess in center for trailer hitch	_x_	_____	_____
--	-----	-------	-------

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
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10. UTILITY BODY - continued	YES	NO	DEVIATION
Low mount roof: shall include sliding panel and locking tail gate panel to completely enclose cargo area	___x_____		_____
Mounting kit for Ford F-350	___x_____		_____
Fuel fill door	___x_____		_____

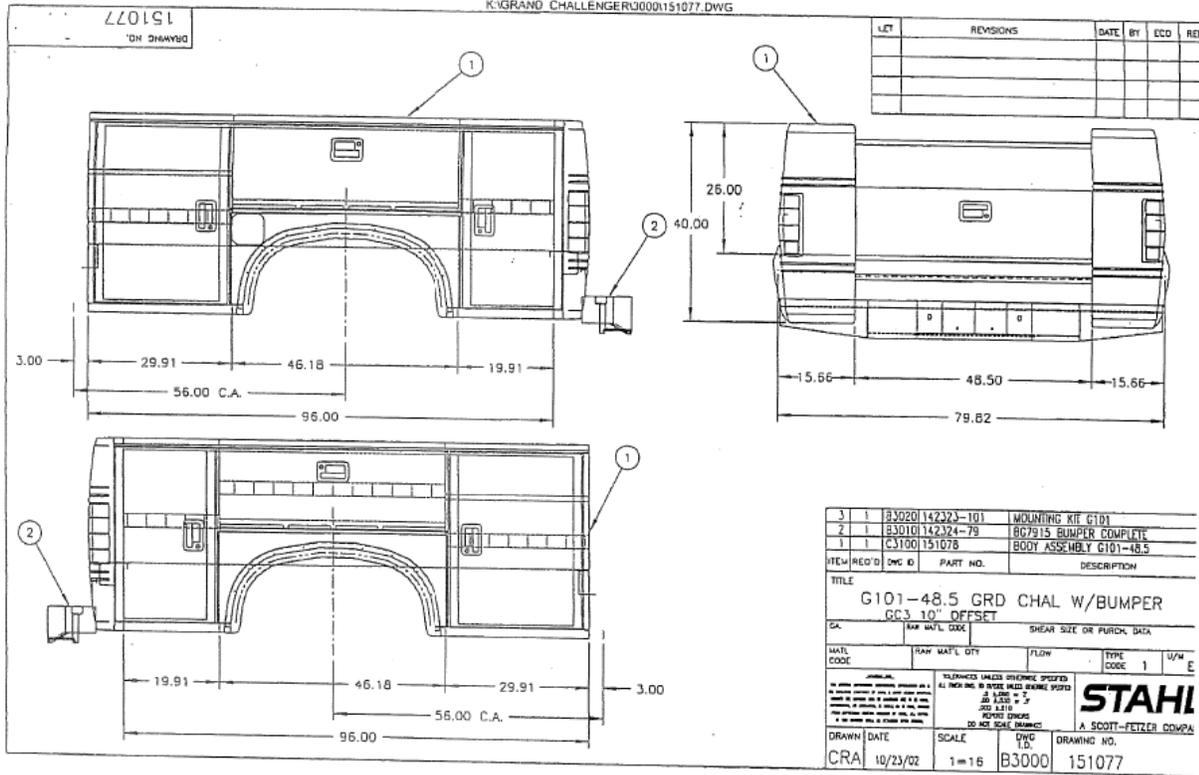
Comment_____Body is a Stahl model G101-48.5 with Bar locks, Vista Lighting and low sliding roof.

End of Specification

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Standard 2-3 YARD Body Specifications				
Inside Length	8'1"	9'	10'	11'
Recommended Chassis	GM 3500	Ford F-350 / Dodge 3500	GM 3500	Ford F-350 / Dodge 3500
Body Capacity, yards	2.2-3.2	2.3-3.5	2.0-3.2	2.4-3.8
Inside/Outside width, inches	78/87	87/96	78/87	87/96
Side Height, inches	14	12	10	10
Tailgate Height, inches	20	18	16	16
Body Weight, lbs.*	1900	1470	1425	1635

Standard 3-4 YARD Body Specifications				
Inside Length	8'1"	9'	10'	11'
Recommended Chassis	GM 4500	GM 4500 / Ford F-450	GM 4500	GM 4500 / Ford F-450
Body Capacity, yards	3.2-4.3	3.2-4.4	3.1-4.5	3.0-4.4
Inside/Outside width, inches	87/96	87/96	87/96	87/96
Side Height, inches	16	16	14	12
Tailgate Height, inches	24	22	20	18
Body Weight, lbs.*	1500	1565	1635	1700

Standard 4-5 YARD Body Specifications								
Inside Length	8'1"	9'	10'	11'	12'	14'	16'	18'
Recommended Chassis	GM 5500	Ford F-550	GM 5500	Ford F-550 / GM 5500	Any	Any	Any	Any
Body Capacity, yards	3.0-5.0	4.0-5.2	4.0-5.4	3.0-5.4	3.8-5.4	4.4-6.3	5.0-7.2	5.8-8.1
Inside/Outside width, inches	87/96	87/96	87/96	87/96	87/96	87/96	87/96	87/96
Side Height, inches	22	20	18	16	14	14	14	14
Tailgate Height, inches	28	26	24	22	20	20	20	20
Body Weight, lbs.*	1655	1825	1700	1770	1870	2080	2200	2500

*Body weight is estimated, actual weight is affected by chosen options.
NOTE: Front height is dependent on chassis.

Choose Stainless steel construction for superior corrosion resistance.
For additional corrosion protection, choose the **Tipper SS** made of 304 Stainless construction. Crysteel's Stainless Steel Finish provides a clean and uniform finish.



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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

I GENERAL

The vendor shall furnish a 9 foot contractors dump body, and electric over hydraulic system to be mounted by MDOT on a F350 extended cab, 4x2, dual rear wheel, 13,000 GVW, cab and chassis. The body furnished shall be new, of the latest model in current production and include all standard features normally offered. It shall meet all FMVSS, OSHA, MIOSHA, ANSI, State, and Federal standards. On delivery, body shall be fully assembled and ready for installation.

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the makes and models offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, and parts manuals, per unit, for each dump body, hoist, and hydraulic system shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components of the dump body and hoist including all parts and labor. This warranty shall start on the in-service date which is when MDOT first begins to use the unit. The truck warranty shall also start on the in-service date.

V PAINT

Dump body to primed, hoist and sub frame to be painted black.

VI POST AWARD MEETING

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order.

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VII PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder may be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. The date and time of inspection shall be agreed upon by the vendor and MDOT.

VIII DELIVERY

The bidder shall contact Jeff Turner at (517) 334-7763 at least 48 hours prior to delivery. Delivery shall be to the MDOT, OoOAS Fleet Operations Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except public holidays.

IX LIQUIDATED DAMAGES

The delivery of vehicles/equipment must be consistent with the scheduling as established within the Purchase Order. If any vehicles/equipment are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles/equipment, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay.

The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor may be required to pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

IX LIQUIDATED DAMAGES - continued

A. If the Contractor does not deliver the vehicles/equipment before the delivery date scheduled, the Contractor may be required to pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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- B. If the Contractor delivers the vehicles/equipment before the delivery due date specified and the vehicles do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles/equipment into fleet operation. The Contractor may be required to pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this specification shall be 90 days from the day the winning bidder is awarded a purchase order.**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

X SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

Quotations will be considered acceptable only in the following circumstances:

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13. All blank spaces are completed with either yes or no, and if no list the type of deviation.
14. MDOT minimum requirements are met or exceeded.
15. MDOT maximum requirements are not exceeded.
16. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. I.T.B. No. IP 071110200092 0309CDMP09 2. Date: 06-08-2010

3. Name and Address of Bidder _____

Truck & Trailer Specialties, Inc

6726 Hanna Lake, Dutton, Mi. 49316

X SPECIFICATIONS - continued

4. Phone Number (616_) 616-698-8215

5. Name, address, and phone number of Michigan dealership for warranty, parts and service.

Same as above

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ROOF TO BE INSTALLED BY MDOT**

6. Vendor Contact Person

A. Print name: Daniel Bouwman

B. Signature: 

C. Phone: 616-698-8215

D. Fax: 616-698-0972

7. Subcontractor, body installer, Etc.

A. Company Name and Address

None

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X SPECIFICATIONS - continued

B. Subcontractor contact person

1. Printed Name: _____
2. Phone: _____
3. Fax: _____

8. BASIC SPECIFICATIONS	YES	NO	DEVIATION
--------------------------------	------------	-----------	------------------

Delivery of all components shall be to MDOT's OoOAS Fleet Operations Garage, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00 pm, Monday through Friday, except public holidays. Bidder shall contact Jeff Turner at 517-334-7763 at least 48 hours prior to delivery	_x_	_____	_____
--	-----	-------	-------

Delivery shall be 90 days from the date of the PO	_x_	_____	_____
---	-----	-------	-------

Dump body hoists and sub-frames shall be painted black	_____	_____	_____
--	-------	-------	-------

Dump body, shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	_x_	_____	_____
--	-----	-------	-------

Comment _____

9. CAB AND CHASSIS – SUPPLIED BY MDOT

Cab & chassis is Ford F-350 4x2 dual rear wheel with an extended cab

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Wheelbase is 162 inches with extended cab

Cab to axle is 60 inches

Axle to end frame is 49 inches

GVWR is 13,000 pound

Engine is a 6.4L PowerStroke diesel

Transmission is a Ford TorqShift with PTO provision

Comment _____

10. DUMP BODY and HOIST	YES	NO	DEVIATION
Dump body and hoist will be mounted by MDOT 3 inches behind the truck cab	__x__	___	_____
All horizontal surfaces of dump body shall be dirt shedding	__x__	___	_____
Inside dimensions shall be approximately 9 feet long and 84 inch inside working width and 93 inch outside width	__x__	___	_____
Understructure shall be western-style crossmemberless	__x__	___	_____
Longsills shall be fabricated trapezoidal design, of 10 gauge steel	__x__	___	_____

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10. DUMP BODY and HOIST - continued	YES	NO	DEVIATION
Longsills shall be 7 inch height maximum	_x_	_____	_____
Longsill interior shall be coated with SG-50A corrosion preventative compound	_x_	_____	_____
Dump body floor shall be 7 gauge A1011 steel minimum	_x_	_____	_____
Sides and tailgate shall be 12 gauge A1011 steel minimum Inner tailgate is 10 ga	_x_	_____	_____
Rear corner pillars shall have FMVSS #108 clearance lights mounted in rubber grommets	_x_	_____	_____
Rear apron shall have three (3) FMVSS #108 lights mounted in rubber grommets connected with one-piece wiring harness	_x_	_____	_____
Sides shall fold down with single lever control, be 14 inch height minimum and have greaseable hinges welded to underside of body Shipped loose	_x_	_____	_____
Fold down sides shall be limited in their travel by a channel iron welded to the underside of body and rubber bumper so they don't rub on rear tires	_x_	_____	_____
Sides shall be reinforced with braces and provide pockets for side boards	_x_	_____	_____
Sides shall be of internal tapered design to keep material from collecting and hampering side operation	_x_	_____	_____
Lock pin holes for sides shall be punched or drilled, flame or plasma cutting of holes is NOT acceptable	_x_	_____	_____

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10. DUMP BODY and HOIST - continued	YES	NO	DEVIATION
Tailgate shall be double acting, single lever control, reinforced with braces, 1-1/4 inch pins top and bottom, and 20 inch height minimum	_x_	_____	_____
Top and bottom of tailgate shall be formed box design for added strength	_x_	_____	_____
Tailgate top hinge plate shall be heavy duty, 1 inch minimum bearing surface for the hinge pins	_x_	_____	_____
Tailgate hinge pins shall be 1-1/4 inch C1045 cold rolled steel, lubricated by grease zerk	_x_	_____	_____
Latch fingers shall be 1 inch thick	_x_	_____	_____
Tailgate lower release mechanism shall be lubricated by grease zerk from outside	_x_	_____	_____
Head sheet shall be reinforced with braces	_x_	_____	_____
Head sheet and cab protector shall be one piece, integral, 10 gauge steel minimum with pressed in "V" brace for added strength and have full screened bulkhead, height of cab protector shall be determined at post award meeting	_x_	_____	_____
Hoist shall be:			
a. NTEA Class "C" or Class 30 scissors under body type	_x_	_____	_____
b. Double acting, 12 volt electric over hydraulic power unit with momentary switch to be mounted in dash by MDOT	_x_	_____	_____
c. 5-1/2 inch cylinder bore	_x_	_____	_____
d. 15-1/4 cylinder stroke	_x_	_____	_____
e. 2 inch diameter chromed cylinder shaft	_x_	_____	_____
f. Cylinder port size shall be 9/16-18 ORB	_x_	_____	_____

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10. DUMP BODY and HOIST - continued	YES	NO	DEVIATION
g. 3250psi operating pressure	__x__	___	_____
h. 9- ³ / ₄ inch above frame mounting height	__x__	___	_____
i. Sub frame to be full length, 3- ³ / ₄ inch tall,			
j. fabricated "C" channel frame rails, 10 gauge steel	__x__	___	_____
x 36- ¹ / ₂ inch structural angle	__x__	___	_____
k. 1-5/16 inch x 4-3/8 inch greaseable hinge pins	__x__	___	_____
Dump angle shall be 45°	__x__	___	_____
Hoist controls shall be push button, automatic return to center type to be mounted on dash, floor mount controls are NOT acceptable	__x__	___	_____
Controls shipped loose- push button type			
Dump body shall stop movement either up or down when controls are released	__x__	___	_____
Hydraulics shall be electric over hydraulic with pump, reservoir, and valve	__x__	___	_____
Lights shall be LED type and include clearance lights	__x__	___	_____
Rear corner posts shall have oval light cutouts to fit Sound Off ECV062STT or equivalent	__x__	___	_____
All lights shall conform to all laws of the State of Michigan	__x__	___	_____
Body prop shall support empty body weight	__x__	___	_____
Comment_____Sound Off LED stt lights and LED marker lights included_____			

End of Specification

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

Bid Item no 0309CDMP09

Supply Crysteel 9' dump body including the following

Western type understructure

84" inside width, 93" outside width

20" tailgate with quick drop latch

Both sides are foldddown

¼ cab shield

Floor is 7 ga type 1011, front is 10 ga type 1011

Sides are 12 ga type 1011, inner tailgate is 10 ga type 1011

Front includes a 9" x 35" window

LED markers and STT lights included

Supports for folddown sides with rubber bumpers shipped loose

Crysteel LB510 underbody hoist

DA electric/ hydraulic power unit

Push button controls

FOB Lansing \$4,663.00 ea

Options

Install dump body on Ford Chassis and paint body to match the cab

Installation includes a backup alarm and all necessary wiring for marker lights and STT lights mounted in rear pillar posts

Add \$2,055.00 ea

Install Roll rite Semi automatic tarp system with Mesh type tarp cover

Add \$ 698.00 ea.

Install ¾" rear hitch plate, receiver type hitch, and 6 or 7 way electric plug

Add \$ 585.00 ea

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SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY ROOF TO BE INSTALLED BY MDOT

Standard 2-3 YARD Body Specifications				
Inside Length	8'1"	9'	10'	11'
Recommended Chassis	GM 3500	Ford F-350/ Dodge 3500	GM 3500	Ford F-350/ Dodge 3500
Body Capacity, yards	2.2-3.2	2.3-3.5	2.4-3.2	2.4-3.8
Inside/Outside width, inches	78/87	87/96	78/87	87/96
Side Height, inches	14	12	10	10
Tailgate Height, inches	20	19	16	16
Body Weight, lbs.*	1300	1470	1425	1635

Standard 3-4 YARD Body Specifications				
Inside Length	8'1"	9'	10'	11'
Recommended Chassis	GM 4500	GM 4500/ Ford F-450	GM 4500	GM 4500/ Ford F-450
Body Capacity, yards	3.2-4.3	3.2-4.4	3.1-4.5	3.0-4.4
Inside/Outside width, inches	87/96	87/96	87/96	87/96
Side Height, inches	18	16	14	12
Tailgate Height, inches	24	22	20	18
Body Weight, lbs.*	1590	1585	1635	1700

Standard 4-5 YARD Body Specifications								
Inside Length	8'1"	9'	10'	11'	12'	14'	16'	18'
Recommended Chassis	GM 5500	Ford F-550	GM 5500	Ford F-550 GM 5500*	Any	Any	Any	Any
Body Capacity, yards	3.0-5.0	4.0-5.2	4.0-5.4	3.0-5.4	3.8-5.4	4.4-6.9	5.0-7.2	5.6-8.1
Inside/Outside width, inches	87/96	87/96	87/96	87/96	87/96	87/96	87/96	87/96
Side Height, inches	22	20	18	16	14	14	14	14
Tailgate Height, inches	28	28	24	22	20	20	20	20
Body Weight, lbs.*	1555	1625	1700	1770	1870	2080	2290	2508

*Body weight is estimated, actual weight is affected by chosen options.
 NOTE: Front height is dependent on chassis.

Choose **Stainless steel construction** for superior corrosion resistance.

For additional corrosion protection, choose the **Tipper 98** made of 304 Stainless construction. Crysteel's Stainless Steel Finish provides a clean and uniform finish.



E-Tipper
CRYSTEEL

BUILDING THE WORLD'S BEST
 CRYSTEEL
 TRUCK BODIES & HOISTS

- Full range of compatible Lo-Boy hoists
- Stylish, aerodynamic design
- Quality manufacturing for long lasting value
- Available in lengths from 8'-18'
- 5-year warranty

MICHIGAN DEPARTMENT OF TRANSPORTATION
Office of Operations Administrative Services
Fleet Administration and Operations

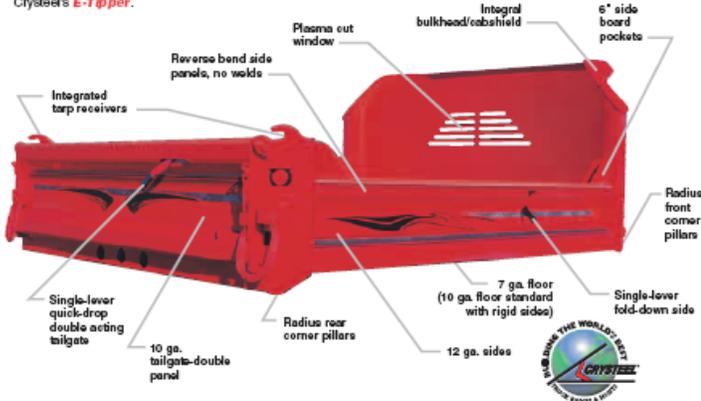
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SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT

E-Tipper: built for strength, built for value, built for YOU.

The evolutionary **E-Tipper** from Crystal is ingeniously designed to give you all of the most desired features in a dump body—style, strength and value. From the sculpted front and rear pillars to the one piece seamless sides, the **E-Tipper** combines good looks and durability with superior design.

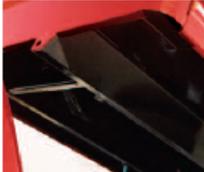
The E-Tipper line includes the popular options including western crossmemberless or interlocking understructure; fold-down or rigid sides; vertical side and tailgate ribs and much more. Nobody offers more options and features than Crystal's **E-Tipper**.



Choose features to fit your business.



Sliding center patchgate controls material flow.



Clean western understructure, less areas for rust to develop.



Optional side and rear vertical ribs.



Fold down sides come with an over center latch for smooth operation.



Fully integrated load cover option simplifies conversion.

All bodies shown with some optional equipment. Models and colors are subject to change without notice.

Lo-Boy Hoists

More lifting capacity.

Built for increased lifting capacity compared to standard hoists, Crystal offers four models of powerful Lo-Boy hoists for 10,000 to 19,000 GVW rated trucks.

The LB400, LB500, LB510 and LB520 offer the advantage of reduced weight, yet incorporate added strength for power lifting. Plus, they're easy to install and operate! Each model is specially designed to fit between the body longbeams to keep the center of gravity lower.

Double acting hydraulics provide power both up and down for better control of the load, and for achieving exact dump angles. Cylinder tubes are high strength steel, honed for a precision fit. Screw-on caps and poly-pak seals are durable and dependable.

Crystal's Teflon® composite bearings on cylinders and center pivots never need lubrication or maintenance and offer years of trouble-free performance.



All Lo-Boy hoists mount low.



Greasolene Bearings



Full length subframe.

LB400, LB500, LB510 and LB520 hoists include a full length subframe for added strength. For added safety, a body prop comes factory installed.

High pressure hydraulics.

- Produce more lifting power with less weight.
- Precision cylinders are high strength honed steel tubing. Shafts are hard chromed.
- Molythane poly-pak seals outlast and outperform any on the market.



Crystal Lo-Boy hoists are made in the USA and rated by the NTEA.

LB400, LB500, LB510 & LB520 Load Capacity

Body Length (ft)	8		9		10		11		12		14							
Cab to Axle (in)	60	72	72	80	84	84	72	80	96	96	84	72	108	98	84	132	120	108
Rear Overhang (in)	6"	8"	12"	18"	6"	12"	18"	28"	6"	12"	16"	28"	12"	18"	28"	12"	18"	28"
LB400 Capacity (tons)	5.9	6.2	6.9	7.2	4.8	5.2	6.2	6.6	N/R	4.8	5.5	7.2	N/R	4.0	6.2	N/R	N/R	N/R
LB500 Capacity (tons)	9.3	8.1	9.3	11.9	7.2	8.1	9.8	13.5	6.5	7.2	8.8	11.9	6.5	7.7	9.8	N/R	6.3	7.7
LB510 Capacity (tons)	11.2	9.8	11.2	13.7	8.7	9.8	11.8	16.3	7.8	8.7	10.4	13.7	7.8	9.3	11.8	N/R	7.6	9.3
LB520 Capacity (tons)	12.8	11.4	13.1	16	10.1	11.4	13.8	19	9.1	10.1	12.1	16	8.7	9.1	13.8	7.6	8.9	10.8

*Capacities at 45 degrees, water level load, includes body weight.

**Capacities at 30 degrees, water level load, includes body weight.

LB400, LB500, LB510 & LB520 Specifications

Model	NTEA Class	Cylinder Bore x Stroke x Shaft (in)	Operating Pressure PSI	Mounting Height (in)	Min. Longbeam Height (in)	Subframe Height (in)	Approximate Weight (lbs)	Body Length (ft)
LB400	10V	4 x 15.250 x 1.5	3250	9	5	3.75	425	8-12
LB500	20V	5 x 15.250 x 2	3250	9.5	5	3.75	475	8-14
LB510	30V	5.5 x 15.250 x 2	3250	10	5	3.75	525	8-14
LB520	40V	5 x 21.875 x 2	3250	12	7	5.00	635	9-16

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SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT

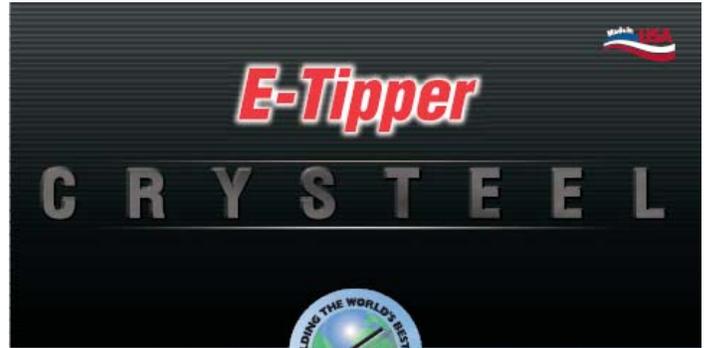
Standard 2-3 YARD Body Specifications				
Inside Length	8'1"	9'	10'	11'
Recommended Chassis	GM 3500	Ford F-350 / Dodge 3500	GM 3500	Ford F-350 / Dodge 3500
Body Capacity, yards	2.2-3.2	2.3-3.5	2.0-3.2	2.4-3.8
Inside/Outside width, inches	78/87	87/96	78/87	87/96
Side Height, inches	14	12	10	10
Tailgate Height, inches	20	18	16	16
Body Weight, lbs.*	1300	1470	1425	1635

Standard 3-4 YARD Body Specifications				
Inside Length	8'1"	9'	10'	11'
Recommended Chassis	GM 4500	GM 4500 / Ford F-450	GM 4500	GM 4500 / Ford F-450
Body Capacity, yards	3.2-4.3	3.2-4.4	3.1-4.5	3.0-4.4
Inside/Outside width, inches	87/96	87/96	87/96	87/96
Side Height, inches	16	16	14	12
Tailgate Height, inches	24	22	20	18
Body Weight, lbs.*	1500	1565	1635	1700

Standard 4-5 YARD Body Specifications								
Inside Length	8'1"	9'	10'	11'	12'	14'	16'	18'
Recommended Chassis	GM 5500	Ford F-550	GM 5500	Ford F-550 GM 5500	Any	Any	Any	Any
Body Capacity, yards	3.0-5.0	4.0-5.2	4.0-5.4	3.9-5.4	3.8-5.4	4.4-6.3	5.0-7.2	5.8-8.1
Inside/Outside width, inches	87/96	87/96	87/96	87/96	87/96	87/96	87/96	87/96
Side Height, inches	22	20	18	16	14	14	14	14
Tailgate Height, inches	28	26	24	22	20	20	20	20
Body Weight, lbs.*	1555	1625	1700	1770	1870	2080	2290	2500

*Body weight is estimated, actual weight is affected by chosen options.
NOTE: Front height is dependent on chassis.

Choose **Stainless steel** construction for superior corrosion resistance. For additional corrosion protection, choose the **Tipper 85** made of 304 Stainless construction. Crysteel's Stainless Steel Finish provides a clean and uniform finish.



- Full range of compatible Lo-Boy hoists
- Stylish, aerodynamic design
- Quality manufacturing for long lasting value
- Available in lengths from 8'-18'
- 5-year warranty



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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

I GENERAL

The vendor shall furnish two (2) 11 foot utility bodies with 78 inch interior height canopy roof that will be installed by MDOT on a 2008 Ford F350, 4x2, 12,500 GVWR cab and chassis and a 2008 Ford F-450, 4X2, 16,000 GVWR cab & chassis. The bodies furnished shall be new, of the latest model in current production and include all standard features normally offered. They shall meet all FMVSS, OSHA, MIOSHA, ANSI, State, and Federal standards

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the makes and models offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, installation, and parts manuals, per unit, for the utility body shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components of the utility body including all parts and labor. This warranty shall start on the in-service date which is when MDOT first begins to use the unit.

V PAINT

Utility body and all components shall be covered with primer

VI PRECONSTRUCTION MEETING AND PROGRESS SCHEDULE

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order. A detailed drawing showing the utility body installed on the truck cab and chassis shall be submitted by the vendor for MDOT approval at this time.

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**SPECIFICATION: 11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY
ROOF TO BE INSTALLED BY MDOT**

VII PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder may be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed on the cab & chassis but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDOT.

VIII DELIVERY

The bidder shall contact Dan Smith at (517) 334-7767 at least 48 hours prior to delivery. Delivery shall be to the MDOT, OAS Fleet Operations Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

IX LIQUIDATED DAMAGES

The delivery of vehicles/equipment must be consistent with the scheduling as established within the Purchase Order. If any vehicles/equipment are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay. The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor shall pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item

- A. If the Contractor does not deliver the vehicles/equipment before the delivery date scheduled, the Contractor shall pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle/equipment is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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**SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF with
SLIDE OUT WELDER COMPARTMENT TO BE MOUNTED BY
MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2
CAB & CHASSIS**

IX LIQUIDATED DAMAGES - continued

- B. If the Contractor delivers the vehicles/equipment before the delivery due date specified and the vehicles/equipment do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles into fleet operation. The Contractor shall pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 90 days from the day the Purchase Order is issued.**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor.

If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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CAB & CHASSIS**

X SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

Quotations will be considered acceptable only in the following circumstances:

17. All blank spaces are completed with either yes or no, and if no list the type of deviation.
18. MDOT minimum requirements are met or exceeded.
19. MDOT maximum requirements are not exceeded.
20. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. I.T.B. No. _IP-071I0200092_ 0320CU1109_ **2. Date:** _____06-12-10

3. Name and Address of Bidder _____

__Truck & Trailer Specialties, Inc _____

____6726 Hanna Lake , Dutton, Mi. 49316_____

4. Phone Number (_616) __698-8215_____

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**SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF with
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MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2
CAB & CHASSIS**

X SPECIFICATIONS - continued

5. Name, address, and phone number of Michigan dealership for warranty, parts and, service.

Same as above _____

6. Vendor Contact Person

A. Print name: Daniel Bouwman

B. Signature: 

C. Phone: 616-698-8215

D. Fax: 616-698-0972

7. Subcontractor, body installer, Etc.

A. Company Name and Address

None

B. Subcontractor contact person

1. Printed Name: _____

2. Phone: _____

3. Fax: _____

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MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2
CAB & CHASSIS**

8. BASIC SPECIFICATIONS	YES	NO	DEVIATION
--------------------------------	------------	-----------	------------------

Delivery shall be to : MDOT's OAS Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 2:30pm, Monday through Friday, except public holidays. Bidder shall contact Dan Smith at 517-334-7767 at least 48 hours prior to delivery	__x__	_____	_____
---	-------	-------	-------

Delivery shall be 90 days from the date of the PO	__x__	_____	_____
---	-------	-------	-------

Utility body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	__x__	_____	_____
--	-------	-------	-------

Mounting / Installation kits shall be provided for each cab & chassis	__x__	_____	_____
--	-------	-------	-------

Comment _____

9. CAB AND CHASSIS – SUPPLIED BY MDOT

Cab & chassis #1 is a 2008 Ford F-350 4x2 dual rear wheel
with standard cab. MDOT unit number 03-2112

Wheelbase is 164.80 inches

Cab to axle is 84 inches

Axle to end frame is 47.5 inches

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CAB & CHASSIS**

10. UTILITY BODY	YES	NO	DEVIATION
Utility body approximate dimensions shall be:			
k. 133 inches long	_____	_x_	___132''___
l. 40 inch high, body	_____	_x_	___42.5''___
m. 54 inch floor width	_____	_x_	___53.5''___
n. 27 inches floor to top of compartment	_____	_x_	___26''___
o. 20 inch compartment depth	_x_	_____	_____
p. 78 inch clear interior height	_x_	_____	_____
q. 86-½ inch canopy roof width	_x_	_____	_____
r. 15 inch, full length, two (2) per side interior shelves	_x_	_____	_____
s. 54 inch clear interior width	_____	_x_	___53.5''___
t. 50 inch rear door opening width, full height	_____	_x_	___47''___
u. 9 inch x 30 inch safety glass window in each rear door	_____	_x_	___14''x16''___
Two (2) rear doors shall swing out to sides and be watertight	_x_	_____	_____
Body shall be galvanized steel, Stahl Model 132VD-54, Knapheid model KC132H2094J or approved equal Monroe Custom body SB-132M5320-T	_____	_x_	_____
A drawing of the proposed body shall be submitted with the bid Custom body- available for a preconstruction meeting	_____	_x_	_____
Automotive quality bubble type door seal shall be furnished on all compartment doors	_x_	_____	_____
Understructure shall be 5 inch, 6.7 pound structural steel channel cross-members	_x_	_____	_____
Tie channels shall be 3 inch 4.1 pound structural steel channel	_x_	_____	_____
Floor shall be 3/16 inch tread plate	_x_	_____	_____

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CAB & CHASSIS**

10. UTILITY BODY - continued	YES	NO	DEVIATION
Front boxes shall be 14 gauge A/60 galvanneal steel	__x__	____	_____
Front and intermediate partition shall be A/60 galvanneal steel	__x__	____	_____
Rear partition shall be 12 gauge A/60 galvanneal steel	__x__	____	_____
Wheel house panels shall be 14 gauge A/60 galvanneal steel Exceed-12 ga material for wheel housing panels	__x__	____	_____
Compartment sides shall be 14 gauge A/60 galvanneal steel	__x__	____	_____
Front bulkhead shall be 14 gauge A/60 galvanneal steel	__x__	____	_____
All shelving and dividers shall be 18 gauge steel minimum	__x__	____	_____
Doors shall be double panel construction, 20 gauge A/60 galvanneal steel Doors are 19 ga construction	__x__	____	_____
Hinges shall be 5/16 inch diameter, electro zinc steel rod type with stainless steel end bearings Hidden hinger design	____	__x__	_____
Locks shall be flush mounted, T-handle, 3 point key locking paddle type locks	__x__	____	_____
All locks shall be keyed alike	__x__	____	_____
All vertical doors shall be equipped with spring loaded door holder	__x__	____	_____
Master locking system shall be provided on all compartments	__x__	____	_____

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CAB & CHASSIS**

10. UTILITY BODY - continued	YES	NO	DEVIATION
All compartments shall have strip lighting with a master switch and pilot light in the cab, fused separately	__x__	_____	_____
Interior shall have two roof mounted dome lights	__x__	_____	_____
Both street side and curb side compartments shall be approximately 33-½ inches tall and:			
g. Front vertical – 29-½ inches wide, two shelves	_____	__x__	32”_____
h. Second vertical – 15-½ inch wide,	_____	__x__	22”_____
i. Horizontal – 51-½ inches wide x 13-½ inches tall	_____	__x__	54”_____
j. Rear vertical – 19-½ inches wide, one shelf	_____	__x__	24”_____
All exterior lights on body shall be LED type, conform with Motor Vehicle laws of the State of Michigan and include:			
k. Clearance	__x__	_____	_____
l. Stop	__x__	_____	_____
m. Tail	__x__	_____	_____
n. Turn	__x__	_____	_____
o. Back-up	__x__	_____	_____
Rear bumper shall be step type with recess in center for trailer hitch	__x__	_____	_____
An aerodynamic air bubble shall be furnished to be installed on the front panel above truck cab	__x__	_____	_____
Comment _____ Standard literature supplied _____			

End of Specification

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MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2
CAB & CHASSIS**

Truck & Trailer Specialties, Inc
6726 Hanna Lake
Dutton, Mi. 49316

State of Michigan
Bid no 071I0200092
Bid Item no 03-20CU11.09

Supply Mon roe Custom Body model no SB 132-M-5320-T including the following

Body length is 132", comp height is 42.5", compartment depth is 20"

Floor Width is 53.5"

Floor to top of compartments is 26"

Street side compartments are as follows

32" vertical with 2 adjustable trays with dividers

22" vertical with 2 adjustable trays with dividers

54"horizontal compartment with fixed divider tray

24" vertical with adjustable shelf

Curb side compartments are as follows

32" vertical with 2 adjustable trays with dividers

22" vertical with 2 adjustable trays with dividers

54"horizontal compartment with fixed divider tray

24" vertical no trays or shelf

Body includes 14 ga construction with structural under structure

Compartment tops are 12 ga

Load space walls are 12 ga

Floor is 3/16" tread plate

Doors are 19 ga double panel construction with single point rotary stainless steel paddle handles

Master locking system

Single lever master locking system for front doors of transverse compartment

Top enclosure includes 86.5" width

Double lapping rear doors with gas shock hold opens

Glass in rear doors is 14" x 16"

Two full length shelves on each side above compartment tops

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CAB & CHASSIS**

Dome lights and roof vents installed as per spec
8" tread plate rear step bumper with center recess
Rope lighting as per spec
LED lighting for markers, backup lights, STT lights, and license plate light as per spec
Nose cone shipped loose
FOB Lansing \$12,609.00

Options

Install Utility body on chassis, install nose cone, supply and install backup alarm, install
rear step bumper, wire all lights, install fuel fill hoses, and refinish body to match the cab
Add \$ 1,865.00

Submitted by Dan Bouwman
06/08/10

Standard literature is included. All of the specifications would include custom options and drawing
would be available for a preconstruction meeting if required

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 MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2
 CAB & CHASSIS**



Other Popular Body OPTIONS

BUILT IN Body Options:

Roller Top Enclosures



ROLLER TOP Features:
 * Construction - 14 Ga. Galvaneal Steel.
 * Hat Channel Reinforced on underside.
 * Rollers - Stainless Steel Roller Bearings.

* 2 or 3 Section Designs available with
 Fixed Front Section
 * Hinged Rear Flap closes and Locks over body tailgate
 * Keyed, Two Point Latching

Flip Top Comp'ts.



FLIP TOP Features:
 * Hinged Lids on body compartments lift up to access full length Divided Trays.
 * Trays are 3 1/2" deep with Divider Slots spaced 2" on center.

* Gas Assist Props hold Lid securely up when lid is open
 * Lids are Secured with Spring Loaded Latches concealed and protected in horizontal compartments

Bumpers



TREADPLATE Bumpers:
 * 12 Ga. Galvaneal Treadplate Step.
 * 8" or 12" Step surface.
 * Smooth 12 Ga. Galvaneal Riser

GRIPSTRUT Bumpers:
 * 12 Ga. Galvanized Gripstrut Step, Banded.
 * 9.5" or 12" Step surface.
 * Smooth 12 Ga. Galvaneal Riser

Floor Extensions



PLATFORM EXTENSIONS:
 * 12 Ga. Galvaneal Treadplate Top.
 * 12", 18", 24", . . . x full width of body.
 * Smooth 12 Ga. Galvaneal Ends.

* Reversed Channel at rear for light protection.
 * Available with Optional Thru Compartments with drop down Door at each end as shown.

Ox / Ac Comp'ts.



OX/AC Compartments:
 * Standard, 65" high.
 * Vents in back wall.
 * Available with Brackets for securing bottles - See Accessory Catalog.

Transverse Comp'ts. & Floor Tunnels



TRANSVERSE Compartments:
 * Adds more weather protected storage space.
 * Great for those longer tools.
 * Available with Optional Shelves, Roll Out Drawers, and Hook Trays.

Drawers Built In



Master Locking



Spring Hold Opens



Thru Shelves



Chock Holder



Slam Action Tailgate



ACCESSORY Options:



Check out our complete Accessory Catalog for all the "extras" you might need for your service body. All of our Accessories are designed to Bolt in or on.



Also feel free to visit us at ... www.mcbaccessories.com

Monroe Custom Utility Bodies, Inc. (www.monroebodies.com)

3312 N. 600 W., Greenfield, IN 46140, TOLL FREE: 1-866-294-6282, Phone: 317-894-8684, Fax: 317-894-1896

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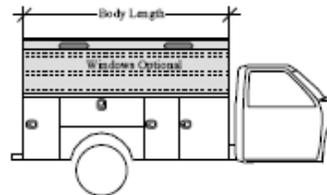
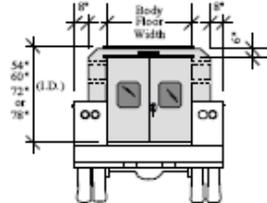
SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF with SLIDE OUT WELDER COMPARTMENT TO BE MOUNTED BY MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS



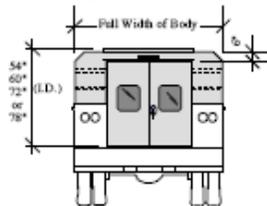
Body Options - TOP ENCLOSURES

Keep your load Secure and Dry with an MCB Top Enclosure !

(T)-Top Enclosures

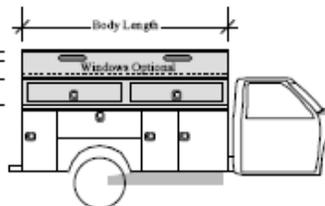
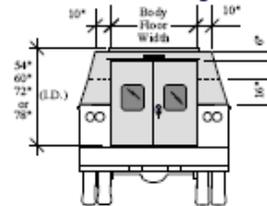


(TF)-Top Enclosures



- * Construction - 14 and 12 Ga., Double Sided, Galvaneal Steel
- * Sides - "Smooth" style design (no ribs) - Great for signage
- * Roof - 2" high "Standing Cap" Roof design keeps water OUT
- * Shelving:
 - 2" high Lips, full length, on body compartment tops
 - (2) Full length Shelves each side above compartment top with 2" high lips (except TSU models)
 - Shelves are reinforced for heavy loads.
- * Rear Doors - "Deep Pan" design - Double Panel, 19 Ga. Galvaneal
- Stainless Steel Strap Hinges are standard
- Keyed, Two Point Latching with Release Bar on interior door
- * Primer - Two Stage Urethane
- * TSU Models are similar, except as follows:
 - They include (4) Upper Side Compartments (two each side)
 - Upper Compartment Doors are Double Panel, 18 Ga. Galvaneal opening to the exterior (open to the interior is Optional)
 - Inside the loadspace there is a 2" high Lip on top of the boxes, and (1) Full Length Shelf, each side, above boxes

(TS and TSU)-Top Enclosures (TSU includes Upper Compartments)



STAINLESS STEEL and ALUMINUM construction also available.

MCB ... providing Superior Quality and Service since 1969 !



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At MCB its easy to
"Customize" or
"Accessorize"
bodies for the
way YOU work!

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CAB & CHASSIS**

I GENERAL

The vendor shall furnish a 12 foot dumping stake body with hydraulic hoist to be mounted on a Ford F450 standard cab, 4x4, dual rear wheel, 16,000 GVW, cab and chassis supplied by MDO.T. The dumping stake body with hydraulic hoist shall be new, of the latest model in current production and include all standard features and components needed to operate all their functions. All items shall meet all FMVSS, OSHA, MIOSHA, State, and Federal standards and on delivery, shall be fully assembled, mounted, and ready to be put in service.

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the make and model offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, and parts manuals for the dumping stake body with hydraulic hoist shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components including all parts and labor. This warranty shall start on the in-service date, which is when MDO.T first begins to use the unit.

V POST AWARD MEETING

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order.

VI PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder will be required as part of this order to provide subsistence and transportation for **three (3)** MDO.T personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed on the cab & chassis but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDO.T.

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CAB & CHASSIS**

VII DELIVERY

The bidder shall contact **Jeff Turner at (517) 334-7763** at least 48 hours prior to delivery. Delivery shall be to the MDO, A&E Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

VIII LIQUIDATED DAMAGES

The delivery of vehicles must be consistent with the scheduling as established within the Purchase Order. If any vehicles are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay.

The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor may be required to pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

- A. If the Contractor does not deliver the vehicles before the delivery date scheduled, the Contractor may be required to pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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VIII LIQUIDATED DAMAGES - continued

- B. If the Contractor delivers the vehicles before the delivery due date specified and the vehicles do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles into fleet operation. The Contractor may be required to pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 90 days from the day the winning bidder is notified of cab & chassis availability.**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

IX SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

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CAB & CHASSIS**

IX SPECIFICATIONS - continued

Quotations will be considered acceptable only in the following circumstances:

21. All blank spaces are completed with either yes or no, and if no list the type of deviation.
22. MDOT minimum requirements are met or exceeded.
23. MDOT maximum requirements are not exceeded.
24. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. I.T.B. No. 071I0200092 03-DS.06 **2. Date:** 06-10-2010

3. Name and Address of Bidder _____

Truck & Trailer Specialties, Inc

6726 Hanna Lake , Dutton, Mi. 49316

4. Phone Number (616_) 698-8215

5. Name, address, and phone number of Michigan dealership for warranty, parts and, service.

Same as above

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CAB & CHASSIS**

6. Vendor Contact Person

A. Print name: Daniel Bouwman

B. Signature: 

C. Phone: 616-698-8215

D. Fax: 616-698-0972

7. Subcontractor, body installer, Etc.

A. Company Name and Address

None

B. Subcontractor contact person

1. Printed Name: _____

2. Phone: _____

3. Fax: _____

8. BASIC SPECIFICATIONS

YES NO DEVIATION

Winning bidder shall be notified when unit number 03-0083
is available for dumping stake body with hydraulic hoist
installation. 90 day required delivery date shall start on this
date

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CAB & CHASSIS**

8. BASIC SPECIFICATIONS - continued	YES	NO	DEVIATION
Winning bidder shall pick up unit number 03-0083 at MDOT's A&E Facility, 2522 W. Main St., Lansing, MI, 48917 for installation dumping stake body	__x__	_____	_____
Delivery of the completed truck shall be to MDOT's A&E Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 2:30pm, Monday through Friday, except public holidays. Bidder shall contact Jeff Turner at 517-334-7763 at least 48 hours prior to delivery	__x__	_____	_____
Delivery shall be 90 days from the date of notification of cab & chassis availability	__x__	_____	_____
All holes in cab and chassis frame rails shall be drilled or punched. There shall be no flame/plasma cutting or welding on the frame side rails	__x__	_____	_____
Dumping stake body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible red oxide or zinc chromate primer	__x__	_____	_____
When painting continues over a manufacturer's standard paint, metal prepping and primer may be omitted, providing an acceptable bond can be achieved	__x__	_____	_____
Stake body racks shall be painted orange matching DuPont IMRON #43106-U or equal	__x__	_____	_____
Dumping stake body shall be painted black	__x__	_____	_____

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CAB & CHASSIS**

9. CAB AND CHASSIS - continued	YES	NO	DEVIATION
Mud flaps shall be anti-sail type, plain rubber, 1/4 inch thick, with NO advertising on either side, provided and installed by vendor	_x_	_____	_____
Trailer connector shall be 7-way round pin Berg type, mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided by vendor	_x_	_____	_____
Comment _____			

10. STAKE BODY	YES	NO	DEVIATION
Stake body shall be approximately 12 feet long by 96 inches wide	_x_	_____	_____
Stake platform floor shall be non-skid tread plate, 3/16 inch minimum	_x_	_____	_____
Steel rub-rail shall be 6 inch structural steel channels	_x_	_____	_____
Long sills shall be 6 inch, 8.2 pound structural steel	_x_	_____	_____
Cross-members shall be 4 inch structural channel on 12 inch centers	_x_	_____	_____
Cross-members are to be gusseted with 9-1/4 inch by 5-1/2 inch gussets at every cross sill	_x_	_____	_____
Stack racks shall be 42 inches tall and of 16 gauge steel	_____	_x_	_40" height_
Stake pockets shall be 1/4 inch gauge steel	_____	_____	_____

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10. STAKE BODY –continued	YES	NO	DEVIATION
Preferred body to be Parkhurst or approved equal	__x__	____	_____
Back up alarm shall be electric, moisture resistant, approximately 95dba	__x__	____	_____
Rear bumper shall be I.C.C. type with hitch plate with 16 inch ground clearance	__x__	____	_____
Hitch plate shall be ¾ inch x 34 inch x 24 inch, bolted and welded to the chassis frame, drilled for multiple pintle hitch positions and include a receiver tube mounted at 17 inches at the bottom	__x__	____	_____
D-rings for safety chains with a capacity for 10 ton trailer shall be installed on the hitch plate (location to be determined at pre-construction meeting)	__x__	____	_____
Lights shall be LED type and include:			
a. Clearance lights	__x__	____	_____
b. Rear stop	__x__	____	_____
c. Rear turn	__x__	____	_____
d. Rear tail	__x__	____	_____
All lights shall conform to all laws of the State of Michigan	__x__	____	_____
All items removed from cab and chassis by body installer (frame ends, fuel tanks, etc...) remain the property of the State of Michigan and are to be returned with the truck	__x__	____	_____
Hydraulics shall have:			
a. 10gpm direct mount gear pump	__x__	____	_____
b. Open center valve mounted to an eight (8) gallon capacity reservoir	____	__x__	7 gal cap____
c. Electric control with dash mounted self centering switch	__x__	____	_____

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10. STAKE BODY –continued	YES	NO	DEVIATION
d. Hot shift PTO with over-speed control	_x_	_____	_____
Hoist shall be NTEA Performance class E, Type I	_____	_x_	_Class C_
Hoist shall have:			
a. Standard double acting cylinder	_x_	_____	_____
b. Single stage cylinder	_x_	_____	_____
c. 6 inch cylinder bore	_____	_x_	_5.5"__
d. 29-7/16 inch cylinder stroke	_____	_x_	_15.25"__
e. 2-¼ inch cylinder shaft diameter	_____	_x_	_2"__
f. Chromed SW85 cylinder shaft with 85,000psi yield strength	_x_	_____	_____
g. 3250psi maximum operating pressure	_x_	_____	_____
h. Internal bypass to protect cylinder from damage	_x_	_____	_____
i. ¾ inch ORB port size	_x_	_____	_____
j. Cylinder displacement up 832 cubic inches	_____	_x_	_apprx 364 ci_
k. Cylinder displacement down 715 cubic inches	_____	_x_	_apprx 327 ci_
l. 8 ¾ inch mounting height	_____	_x_	_5"__
m. 5 inch x 3 inch x 3/8 inch x 36-½ inch structural angle rear hinge	_x_	_____	_____
n. 1-¾ inch x 5-13/16 inch C1045 steel shaft hinge pins with grease zerks	_x_	_____	_____
Body prop shall support empty body weight	_x_	_____	_____

Comment____We have quote a Crysteel LB510 hoist with a full length subframe. A full length subframe is necessary for proper application on this chassis

End of Specification

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CAB & CHASSIS**

Truck & Trailer Specialties, Inc
6726 Hanna Lake
Dutton, Mi. 49316

State of Michigan
Bid no 07110200092
Bid Item no 03-ds.06

Install 12 ft Parkhurst flatbed including the following
3/16" treadplate floor
6" structural side and end rails
4" structural c channel cross members
40" city stake side paint orange to match the cab
Backup alarm
LED marker lights
LED stop tail and turn signals
Plain mud flaps mounted behind drive tires

Install Cryasteel LB510 under body hoist including the following
Hot shifted PTO
Direct mounted pump
Electric control valve with switch in cab
7 gal hydraulic tank
Aw 32 hydraulic oils

Install 3/4" rear hitch plate including the following
D rings for safety chains
7 way electric plug
Icc bumper

Installed 10,669.00

Submitted by Dan Bouwman
06/11/2010

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Lo-Boy®
LB400, LB500,
LB510 & LB520
HOISTS

CRYSTEEL

NTEP

- *8 to 14 foot bodies.*
- *Full-length subframe for added strength and stability.*
- *Low profile hoist.*

**BUILDING THE WORLD'S BEST
TRUCK BODIES & HOISTS**

**CRYSTEEL
INT'L. INC.**

Building the World's Best Truck Bodies & Hoists

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More lifting capacity.

Built for increased lifting capacity compared to standard hoists, Crysteel offers four powerful Lo-Boy hoists for 10,000 to 19,000 GVW rated trucks.

The LB400, LB500, LB510 and LB520 offer the advantage of reduced weight, yet incorporate added strength for power lifting. Plus, they're easy to install and operate! All four are specially designed to fit between the body longbeams to keep the center of gravity lower.



All Lo-Boy hoists mount low.

Double acting hydraulics provide power both up and down for better control of the load, and for achieving exact dump angles. Cylinder tubes are high strength steel, honed for a precision fit. Screw-on caps and poly-pak seals are durable and dependable.



Greaseless bearings.

Crysteel's Teflon® composite bearings on cylinders and center pivots never need lubrication or maintenance and offer years of trouble-free performance.

Full length subframe.

LB400, LB500, LB510 and LB520 hoists include a full length subframe for added strength. The complete assembly is simple to install. There's even a cutout for the fuel filler neck. For added safety, a body prop comes factory installed.



Full assembly is easy to install.

High pressure hydraulics.

- Produce more lifting power with less weight.
- Precision cylinders are high strength honed steel tubing. Shafts are hard chromed.
- Molythane poly-pak seals outlast and outperform any on the market.

LB400, LB500, LB510 & LB520 Load Capacity*															
Body Length (ft)	8		9		10		11		12		14				
Cab to Axle (in)	60	72	60	84	72	60	96	84	72	108	96	84	132	120	108
Rear Overhang (in)	4	4	16	4	16	28	4	16	28	4	16	28	4	16	28
LB400 Capacity (tons)	6.2	5.5	7.2	4.9	6.2	8.6	N/R	5.5	7.2	N/R	4.9	6.2	N/R	N/R	N/R
LB500 Capacity (tons)	9.8	8.6	11.3	7.7	9.8	13.5	6.9	8.6	11.3	6.3	7.7	9.8	5.4	6.3	7.7
LB510 Capacity (tons)	11.8	10.4	13.7	9.3	11.8	16.3	8.4	10.4	13.7	7.6	9.3	11.8	6.5	7.6	9.3
LB520 Capacity (tons)	N/A	12.1	16	10.8	13.6	19	9.8	12.1	16.0	8.9	10.8	13.8	7.6	8.9	10.8

LB400, LB500, LB510 & LB520 Specifications								
Hoist Model	NTEA Class	Cylinder Bore • Stroke • Shaft (in)	Operating Pressure PSI	Mounting Height (in)	Min. Longbeam Height (in)	Subframe Height (in)	Approximate Weight (lbs)	Body Length (ft)
LB400	B	4 • 15.250 • 1.5	3250	9	5	3.75	425	8-12
LB500	C	5 • 15.250 • 2	3250	9.5	5	3.75	475	8-14
LB510	C	5.5 • 15.250 • 2	3250	10	5	3.75	525	8-14
LB520	C40	5 • 21.625 • 2	3250	12	7	5.00	635	9-16

N/R = Not Recommended
 *Capacities at 45°, water level load, includes body weight.
 CAUTION: The combined weights of truck, body, hoist and load must not exceed the Gross Vehicle Weight rating of the truck.
 Specifications are subject to change.



CRYTEEL MANUFACTURING, INC.

52182 Ember Road • Lake Crystal, MN • 56055 & 1902 Rt. 57 South • Fulton, NY • 13069
 1-800-533-0494 • 1-507-726-2728 • FAX 1-507-726-2559 • Internet <http://www.crysteel.com> • e-mail crysteel@crysteel.com

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CAB & CHASSIS**

STRUCTURELINE PLATFORM by 



***PCS 9616 - 16' x 96" Structureline with
52" Heavy Duty Bulkhead***



Parkhurst Manufacturing Company, Inc. - 400 Industrial Drive - P.O. Box 1323 - Sedalia, MO 65302-1323
Toll Free: 1(800) 821-7380 Fax: 1 (660) 826-8688 email: sales@parkhurstmfg.com

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CAB & CHASSIS**

I GENERAL

The vendor shall furnish a 14 foot covered utility body. The body will be mounted by MDOT on a 2009 International 4300 SBA low profile 4x2 with a 23,500 LB GVWR supplied by MDOT. The body furnished shall be new, of the latest model in current production and include all standard features normally offered. It shall meet all FMVSS, OSHA, MIOSHA, ANSI, State, and Federal standards.

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the make and model offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, installation, and parts manuals, per unit, for the utility body shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components of the utility body including all parts and labor. This warranty shall start on the in-service date which is when MDOT first begins to use the unit.

V PAINT

The utility body shall be painted with primer only.

VI POST AWARD MEETING

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order.

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**SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF with
SLIDE OUT WELDER COMPARTMENT TO BE MOUNTED BY
MDOT ON A 23,500 GVWR INTERNATIONAL 4300 SBA LP 4X2
CAB & CHASSIS**

VII PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder may be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed on the cab & chassis but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDOT.

VIII DELIVERY

The bidder shall contact **Dan Smith at (517) 334-7767** at least 48 hours prior to delivery. Delivery shall be to the MDO, Fleet Operations Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

IX LIQUIDATED DAMAGES

The delivery of vehicles must be consistent with the scheduling as established within the Purchase Order. If any vehicles are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay.

The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor may be required to pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

- A. If the Contractor does not deliver the vehicles before the delivery date scheduled, the Contractor may be required to pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS

IX LIQUIDATED DAMAGES - continued

- B. If the Contractor delivers the vehicles before the delivery due date specified and the vehicles do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles into fleet operation. The Contractor may be required to pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 90 days from the PO date.**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

X SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

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X SPECIFICATIONS - continued

Quotations will be considered acceptable only in the following circumstances:

25. All blank spaces are completed with either yes or no, and if no list the type of deviation.
26. MDOT minimum requirements are met or exceeded.
27. MDOT maximum requirements are not exceeded.
28. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. I.T.B. No. _IP 071I0200092 03-CU14SO.19_____ **2. Date:** ____06-09-2010

3. Name and Address of Bidder _____

_____Truck & Trailer Specialties, Inc_____

_____6726 Hanna Lake , Dutton, Mi. 49316

4. Phone Number (616)____698-8215_____

5. Name, address, and phone number of Michigan dealership for warranty, parts and, service.

____Same as above_____

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X SPECIFICATIONS - continued

6. Vendor Contact Person

A. Print name: _____Daniel Bouwman_____

B. Signature:  _____

C. Phone: _____616-698-8215_____

D. Fax: _____616-698-0972_____

7. Subcontractor, body installer, Etc.

A. Company Name and Address

____None_____

B. Subcontractor contact person

1. Printed Name: _____

2. Phone: _____

3. Fax: _____

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8. BASIC SPECIFICATIONS	YES	NO	DEVIATION
--------------------------------	------------	-----------	------------------

Delivery of all components shall be to MDOT Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 2:30pm, Monday through Friday, except public holidays. Bidder shall contact Dan Smith at 517-334-7767 at least 48 hours prior to delivery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
--	-------------------------------------	--------------------------	----------------------

Delivery shall be 90 days from the date of the PO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
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Utility body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer Primer is urethane type a mounting / installation kit shall be provide for the cab and chassis listed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>
_____ Comment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

9. CAB AND CHASSIS – SUPPLIED BY MDOT

International standard cab 4300 SBA LP 4X2 (MH025) MDOT unit # 03-1173

Wheelbase is 187 inches

Cab to axle is 119.9 inches

Axle to end frame is 75 inches

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9. CAB AND CHASSIS – SUPPLIED BY MDOT

GVWR is 23,500 pounds
 Transmission is an Allison 2200 RDS P
 with PTO provision

Front axle rating is 8,000 pounds,
 Rear axle capacity is 15,500 pounds

Front tire size is 245/70R19.5

Rear tire size is 245/70R19.5

10. UTILITY BODY

Body shall be 14 gauge galvaneal steel, Knapheide Model KC series or approved equal

Monroe Custom Body SB 168M5320H-TS

The body to be furnished shall be designed for a chassis with a cab-to-axle dimension of approximately 120 inches

A drawing of the proposed body shall be submitted with the bid

Available for a preconstruction meeting only

Automotive quality bulb type door seal shall be furnished on all door frames

Two (2) rear doors shall swing out to sides and be watertight

Understructure cross sills shall be constructed of 11 gauge steel with 50,000psi minimum yield strength

Exceed- cross members are structural- not formed

Floor shall be 12 gauge tread plate with 1-3/8 inch return flange on each side **1 1/2"**

YES	NO	DEVIATION
_____	__x_	_____
__x_	_____	_____
_____	__x_	_____
__x_	_____	_____
__x_	_____	_____
_____	__x_	_____
x_	_____	_____

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SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS

10. UTILITY BODY - continued	YES	NO	DEVIATION
The side compartment back panel shall overlap and interlock with the floor flange to provide support for the weight of the side compartment	_x_	_____	_____
Compartment tops, backs, and compartment end panels shall be one piece seamless design	_x_	_____	_____
Side compartment doors shall be constructed of 20 gauge two-sided A40 galvanized steel, double paneled with hat section reinforcement exceed- 19 ga- not 20 ga	_x_	_____	_____
Hinges shall be stainless steel continuous hinges installed to provide full length support for the doors and pry-proof security with built-in weather shield	_x_	_____	_____
Hinges for the side compartment doors shall be spot welded to the door frames bolted on type- hidden hinge	_____	_x_	_____
Hinges for the rear doors are to be attached with non corrosive aluminum rivets with stainless steel mandrels bolted on type- hidden hinge	_____	_x_	_____
Adjustable strikers are to be affixed to the side compartment door frames with screws	_x_	_____	_____
Stainless steel corrosion resistant rotary latches shall be riveted to the side compartment doors with non corrosive stainless steel rivets	_x_	_____	_____
Rotary latches shall be slam-latchable	_x_	_____	_____
Double spring over center door retainers shall be installed on all vertical side compartment doors	_x_	_____	_____
Retainers shall hold doors in positive open or closed position	_x_	_____	_____

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SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS

10. UTILITY BODY - continued	YES	NO	DEVIATION
Shelves shall be constructed of 18 gauge bright spangled galvanized steel <i>shelves are galvaneal</i>	_____	__x_	_____
All shelves shall have hemmed dividers on 4 inch centers	__x_	_____	_____
Shelves shall have a 250 pound minimum capacity	__x_	_____	_____
Roof shall be constructed of 16 gauge A40 Galvaneal steel <i>Exceed- 14 ga not 16 ga</i>	__x_	_____	_____
Roof shall be tapered and crowned across the top for additional strength and be reinforced with cross braces	__x_	_____	_____
Rear cargo doors shall be double panel construction with a 20 gauge A40 Galvaneal steel outer panel and a 14 gauge A40 Galvaneal steel inner liner <i>Exceed- doors are 19 ga-not 20 ga</i>	__x_	_____	_____
Rear doors shall have nitrogen gas door retainer to assist in both opening and closing	__x_	_____	_____
All door rods and latching hardware shall be concealed between the outer door panel and inner door liner	__x_	_____	_____
Each rear door shall have one (1) 9 inch x 30 inch fixed tempered glass window and protected by an 18 gauge bright spangled galvanized steel punched window guard <i>Windows are 14" x 16"</i>	_____	__x_	_____
Body is to be completely immersed in electrodeposition gray epoxy prime paint with a zinc phosphate precoat and seal for additional corrosion protection <i>Phosphate washed and urethane primed</i>	_____	__x_	_____
Prime paint shall be oven cured	__x_	_____	_____
Interior paint shall be mid-gloss, mar resistant, light gray <i>Color is white</i>	_____	__x_	_____

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10. UTILITY BODY - continued	YES	NO	DEVIATION
Body shall have a minimum clear interior height of 78 inches	__x__	_____	_____
Body shall have a minimum clear door height of 66 inches	__x__	_____	_____
Body shall have an overall width of 94 inches 93.5" overall width	_____	__x__	_____
Body shall be approximately 14 feet in length	__x__	_____	_____
Body shall have a clear floor width of 49 inches	__x__	_____	_____
Street side compartments:			
#1 Vertical, 34" wide X 60" high	_____	__x__	32" x 60"
#2 Vertical, 28" wide X 40" high	_____	__x__	30" x 42.5"
#3 Vertical, 28" wide X 40" high	_____	__x__	28" x 42.5"
Horizontal 53" wide X 18" high	_____	__x__	54" x 24"
#4 Vertical, 25" wide X 40" high	_____	__x__	22" x 42.5"
Curb side compartments:			
#1 Vertical, 34" wide X 60" high	_____	__x__	32" x 60"
#2 Vertical, 28" wide X 40" high	_____	__x__	30" x 42.5"
#3 Vertical, 28" wide X 40" high	_____	__x__	28" x 42.5"
Horizontal 53" wide X 18" high	_____	__x__	54" x 42.5"
#4 Vertical, 25" wide X 40" high	_____	__x__	22" x 42.5"
Slide out platform:			
The #1 front vertical compartments on curb And street side shall contain a platform that will Slide out to the curb side. This slide out shall be Designed with a 1,000 lb capacity and the ability To mount an Air & Arc welder/ generator / air Compressor with the approx. dimensions of: 22 "wide X 48" long X 43" high	__x__	_____	_____

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SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS

10. UTILITY BODY - continued	YES	NO	DEVIATION
Canopy roof shall be modified to accept 60" high Front vertical compartments	_x_	_____	_____
Louver type vents shall be installed in both front vertical Compartment doors and front of body to provide ventilation For slide out compartment.	_x_	_____	_____
Interior of utility body shall be fully boxed around slide Out compartment. Top of slide out compartment shall provide a shelve in interior of body.	_x_	_____	_____
Horizontal and vertical compartments shall have one (1) adjustable shelf each	_x_	_____	_____
All locks shall be keyed alike	_x_	_____	_____
Master locking system shall be provided on all compartments that are spring loaded in the open position	_x_	_____	_____
Light guards shall be provided to protect recessed stop, tail, turn, backup lights, and wiring harness	_x_	_____	_____
Cargo area shall be illuminated by two (2) overhead dome lights switched at the rear of the utility body	_x_	_____	_____
Two (2) crank open roof vents shall be installed	_x_	_____	_____
Two (2) nine inch by 20 inch safety glass windows Shall be installed on <u>each</u> side near the roof Windows are 8" x 18"	_____	_x_	_____
Rear bumper shall be step type	_x_	_____	_____

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SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS

10. UTILITY BODY - continued **YES NO DEVIATION**

All compartments shall have LED strip lighting with a master switch and pilot light in the cab, fused separately __x__ _____ _____

All exterior lights on body shall be LED type and conform with Motor Vehicle laws of the State of Michigan and include:

- | | | | | |
|----|-----------|-------|-------|-------|
| p. | Clearance | __x__ | _____ | _____ |
| q. | Stop | __x__ | _____ | _____ |
| r. | Tail | __x__ | _____ | _____ |
| s. | Turn | __x__ | _____ | _____ |

An aerodynamic air bubble shall be furnished to be installed on the front panel above truck cab __x__ _____ _____

Comment _____

End of Specification

Truck & Trailer Specialties, Inc
 6726 Hanna Lake
 Dutton, Mi. 49316

State of Michigan
 Bid no 071I0200092
 Bid Item no 03-CU14SO.09

Supply Mon roe Custom Body model no SB 168-M-5320H-TS including the following

Body length is 168", comp height is 48", compartment depth is 20"

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**SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE
MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL
4300 SBA LP 4X2 CAB & CHASSIS**

Floor Width is 53.5"

Floor to top of compartments is 30"

Street side compartments are as follows

- 32" vertical with open to curbside with vent holes punched in the door for cabinet ventilation

- 30" vertical with adjustable tray with dividers

- 28" vertical with adjustable tray with dividers

- 54" horizontal compartment with adjustable divider tray and double overlapping doors

- 24" vertical with adjustable tray with dividers

Curb side compartments are as follows

- 32" vertical compartment that is open to street side

 - Slide out welder platform-1000 capacity

 - Transverse floor recessed 4" to facilitate welder installation

 - Vents punched in door for cabinet ventilation

- 30" vertical with adjustable tray with dividers

- 28" vertical with adjustable tray with dividers

- 54" horizontal compartment with adjustable divider tray and double overlapping doors

- 24" vertical with adjustable tray with dividers

Body includes 14 ga construction with structural under structure

Compartment tops are 12 ga

Load space walls are 12 ga

Floor is 12 ga tread plate

Doors are 19 ga double panel construction with single point rotary stainless steel paddle handles

Master locking system

Single lever master locking system for front doors of transverse compartment

TS top enclosure includes tapered sides design and the following

- Double lapping rear doors with gas shock hold opens

- Glass in rear doors is 14" x 16"

- Two full length shelves on each side above compartment tops

- Dome lights and roof vents installed as per spec

8" tread plate rear step bumper with center recess

Rope lighting as per spec

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**SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE
MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL
4300 SBA LP 4X2 CAB & CHASSIS**

LED lighting for markers, backup lights, STT lights, and license plate light as per spec

Nose cone shipped loose

FOB Lansing \$16,914.00

Options

Install Utility body on chassis, install nose cone, supply and install backup alarm, install rear step bumper, wire all lights, install fuel fill hoses, and refinish body to match the cab

Add \$ 1,865.00

Submitted by Dan Bouwman

06/08/10

Standard literature is included. All of the specifications would include custom options and drawing would be available for a preconstruction meeting if required

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SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL 4300 SBA LP 4X2 CAB & CHASSIS



Other Popular Body OPTIONS

BUILT IN Body Options:

Roller Top Enclosures



ROLLER TOP Features:

- * Construction - 14 Ga. Galvaneal Steel.
- * Hat Channel Reinforced on underside.
- * Rollers - Stainless Steel Roller Bearings.

- * 2 or 3 Section Designs available with Fixed Front Section
- * Hinged Rear Flap closes and Locks over body tailgate
- * Keyed, Two Point Latching

Flip Top Comp'ts.



FLIP TOP Features:

- * Hinged Lids on body compartments lift up to access full length Divided Trays.
- * Trays are 3 1/2" deep with Divider Slots spaced 2" on center.

- * Gas Assist Props hold Lid securely up when lid is open
- * Lids are Secured with Spring Loaded Latches concealed and protected in horizontal compartments

Bumpers



TREADPLATE Bumpers:

- * 12 Ga. Galvaneal Treadplate Step.
- * 8" or 12" Step surface.
- * Smooth 12 Ga. Galvaneal Riser

GRIPSTRUT Bumpers:

- * 12 Ga. Galvanized Gripstrut Step, Banded.
- * 9.5" or 12" Step surface.
- * Smooth 12 Ga. Galvaneal Riser

Floor Extensions

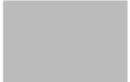


PLATFORM EXTENSIONS:

- * 12 Ga. Galvaneal Treadplate Top.
- * 12", 18", 24", . . . x full width of body.
- * Smooth 12 Ga. Galvaneal Ends.

- * Reversed Channel at rear for light protection.
- * Available with Optional Thru Compartments with drop down Door at each end as shown.

Ox / Ac Comp'ts.



OX/AC Compartments:

- * Standard, 65" high.
- * Vents in back wall.
- * Available with Brackets for securing bottles - See Accessory Catalog.

Transverse Comp'ts. & Floor Tunnels



TRANSVERSE Compartments:

- * Adds more weather protected storage space.
- * Great for those longer tools.
- * Available with Optional Shelves, Roll Out Drawers, and Hook Trays.

Drawers Built In



Master Locking



Spring Hold Opens



Thru Shelves



Chock Holder



Slam Action Tailgate



ACCESSORY Options:



Check out our complete Accessory Catalog for all the "extras" you might need for your service body. All of our Accessories are designed to Bolt in or on.



Also feel free to visit us at ... www.mcbaccessories.com

Monroe Custom Utility Bodies, Inc. (www.monroebodies.com)

3312 N. 600 W., Greenfield, IN 46140, TOLL FREE: 1-866-294-6282, Phone: 317-894-8684, Fax: 317-894-1896

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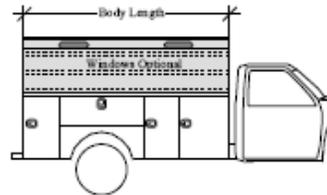
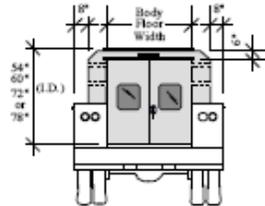
Service Bodies and Accessories



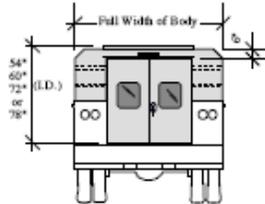
Body Options - TOP ENCLOSURES

Keep your load Secure and Dry with an MCB Top Enclosure !

(T)-Top Enclosures

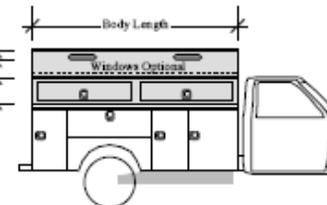
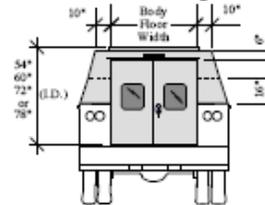


(TF)-Top Enclosures



- * Construction - 14 and 12 Ga., Double Sided, Galvanneal Steel
- * Sides - "Smooth" style design (no ribs) - Great for signage
- * Roof - 2" high "Standing Cap" Roof design keeps water OUT
- * Shelving:
 - 2" high Lips, full length, on body compartment tops
 - (2) Full length Shelves each side above compartment top with 2" high lips (except TSU models)
 - Shelves are reinforced for heavy loads.
- * Rear Doors - "Deep Pan" design - Double Panel, 19 Ga. Galvanneal
 - Stainless Steel Stamp Hinges are standard
 - Keyed, Two Point Latching with Release Bar on interior door
 - Primer - Two Stage Urethane
- * TSU Models are similar, except as follows:
 - They include (4) Upper Side Compartments (two each side)
 - Upper Compartment Doors are Double Panel, 18 Ga. Galvanneal opening to the exterior (open to the interior is Optional)
 - Inside the loadspace there is a 2" high Lip on top of the boxes, and (1) Full Length Shelf, each side, above boxes

(TS and TSU)-Top Enclosures (TSU includes Upper Compartments)



STAINLESS STEEL and ALUMINUM construction also available.

MCB . . . providing Superior Quality and Service since 1969 !



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**SPECIFICATION: 14 FOOT UTILITY BODY AND 78 INCH CANOPY ROOF TO BE
MOUNTED BY MDOT ON A 25,640 GVWR INTERNATIONAL
4300 SBA LP 4X2 CAB & CHASSIS**

I GENERAL

The vendor shall furnish a 14 foot covered utility body. The body will be mounted by MDOT on a 2009 International 4300 SBA low profile 4x2 with a 25,640 GVWR supplied by MDOT. The body furnished shall be new, of the latest model in current production and include all standard features normally offered. It shall meet all FMVSS, OSHA, MIOSHA, ANSI, State, and Federal standards. On delivery, the truck shall be fully assembled, mounted, dealer prepped, and ready to be put in service.

II PRODUCT LITERATURE

Bidder is to return manufacturer's product literature for the make and model offered with the bid. This literature shall show supporting data for the characteristics required by these specifications.

III MANUALS

Two (2) sets of operating, maintenance, installation, and parts manuals, per unit, for the utility body shall be furnished with this order by the successful bidder.

IV WARRANTY

Bidder is to provide a one year warranty on all components of the utility body including all parts and labor. This warranty shall start on the in-service date which is when MDOT first begins to use the unit.

V PAINT

The utility body shall be painted with primer only.

VI POST AWARD MEETING

Within 30 days of the purchase order date the bidder is to meet with Department personnel in Lansing to provide a written progress schedule and completion date for the work and to review terms and requirements of the order.

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VII PILOT MODEL INSPECTION

Any Purchase Order that is for more than one unit the successful bidder may be required as part of this order to provide subsistence and transportation for **three (3)** MDOT personnel to inspect and approve the first completed unit constructed, before production begins on the balance of the order. This inspection shall be after all major components are installed on the cab & chassis but before final paint. The date and time of inspection shall be agreed upon by the vendor and MDOT.

VIII DELIVERY

The bidder shall contact **Dan Smith at (517) 334-7767** at least 48 hours prior to delivery. Delivery shall be to the MDOT, Fleet Operations Garage in Lansing between the hours of 8:00am and 3:00pm Monday thru Friday except state holidays.

IX LIQUIDATED DAMAGES

The delivery of vehicles must be consistent with the scheduling as established within the Purchase Order. If any vehicles are not delivered within the delivery schedule specified, the delay will interfere with the proper implementation of the fleet management programs utilizing these vehicles, to the loss and damage of the State of Michigan. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damage sustained in the event of any such delay.

The State of Michigan and the Contractor, therefore, agree that in the event of any such delay, the amount of damage which will be sustained from a delay will be the amount set forth in Paragraphs A and B. They agree that in the event of such delay, the contractor may be required to pay such amounts as liquidated damages and not a penalty. The State of Michigan as its option for amounts due as liquidated damages, may deduct such from any money payable to the Contractor or may bill the Contractor as a separate item.

- A. If the Contractor does not deliver the vehicles before the delivery date scheduled, the Contractor may be required to pay to the State of Michigan fixed and agreed, liquidated damages, for each calendar day between the due date and the date the vehicle is received, but not more than 30 calendar days. In lieu of all other damages due to such non-delivery, an amount of 2/10th of 1% of per unit cost of the Purchase Order for each unit that is not delivered by the delivery date.

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IX LIQUIDATED DAMAGES - continued

- B. If the Contractor delivers the vehicles before the delivery due date specified and the vehicles do not comply with the Purchase Order Specifications and therefore, are not ready for operation, the State of Michigan may, at its option, delay the implementation of the vehicles into fleet operation. The Contractor may be required to pay to the State of Michigan, as fixed and agreed liquidated damages in the amount of 2/10 of 1% of the Purchase Order Unit Cost per Vehicle, for each calendar day beginning from the delivery date scheduled in the Purchase Order, and the date the vehicle accepted as being in compliance with Purchase Order Specifications, but not more than 30 calendar days. **The delivery date for all units on this PO shall be 90 days from the day the winning bidder is notified of cab & chassis availability.**
- C. Exception - Except with respect to defaults of subcontractors, the Contractor shall not be liable for liquidated damages when delays arise out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but not be restricted to, acts of God, or of the public enemy, acts of the State in either its' sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather; but, in every case, the delays must be beyond the control and without the fault or negligence of the Contractor. If the delays are caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor and without the fault or negligence of any of them, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by their subcontractors were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

X SPECIFICATIONS

Bidder is to complete and return the following portions of the specification. This shall provide detailed information for the equipment offered with this quotation. This information will be used by the Office of Purchasing in determining acceptability of the bid prior to award of purchase order. In addition, MDOT will use this information when comparing as delivered equipment with the information provided here by the vendor.

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X SPECIFICATIONS - continued

Quotations will be considered acceptable only in the following circumstances:

29. All blank spaces are completed with either yes or no, and if no list the type of deviation.
30. MDOT minimum requirements are met or exceeded.
31. MDOT maximum requirements are not exceeded.
32. The bidder's offering falls within the minimum and maximum range if both are noted in the same specification item.

If requirements are not available from the manufacturer, the bidder will be expected to make the appropriate substitution at the dealership prior to delivery. **When an appropriate substitution is required vendor shall note this in the Deviation to Specifications section of this specification.** Failure to make such alteration will be cause for non-acceptance by MDOT.

1. I.T.B. No. IP-0710200092, 03CU1409 **2. Date:** 06-07-10

3. Name and Address of Bidder _____

Truck & Trailer Specialties, Inc

6726 Hanna lake, Dutton, Mi. 49316

4. Phone Number (616_) 698-8215

5. Name, address, and phone number of Michigan dealership for warranty, parts and, service.

Same as

above _____

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X SPECIFICATIONS - continued

6. Vendor Contact Person

A. Print name: _____ Daniel Bouwman _____

B. Signature: _____  _____

C. Phone: _____ 616-698-8215 _____

D. Fax: _____ 616-698-0972 _____

7. Subcontractor, body installer, Etc.

A. Company Name and Address

_____ None _____

B. Subcontractor contact person

1. Printed Name: _____ NA _____

2. Phone: _____

3. Fax: _____

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8. BASIC SPECIFICATIONS	YES	NO	DEVIATION
Delivery of all components shall be to MDOT's Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 2:30pm, Monday through Friday, except public holidays. Bidder shall contact Dan Smith at 517-334-7767 at least 48 hours prior to delivery	_x_	_____	_____
Delivery shall be 90 days from the date of the PO	_x_	_____	_____
Utility body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer Primer is urethane type	_____	_x_	_____
a mounting / installation kit shall be provide for the cab and chassis listed.	_x_	_____	_____
Comment _____ _____			

9. CAB AND CHASSIS – SUPPLIED BY MDOT

International standard cab 4300 SBA LP 4X2 (MH025) MDOT unit # 03-1172

Wheelbase is 187 inches

Cab to axle is 119.9 inches

Axle to end frame is 75 inches

GVWR is 25,640 pounds

Transmission is an Allison 2200 RDS P with PTO provision

Front axle rating is 8,000 pounds,

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9. CAB AND CHASSIS – SUPPLIED BY MDOT

Rear axle capacity is 19,000 pounds

Front tire size is 245/70R19.5

Rear tire size is 245/70R19.5

10. UTILITY BODY

	YES	NO	DEVIATION
Body shall be 14 gauge galvaneal steel, Knapheide Model KC series or approved equal	_____	_x_	_____
Body is a Monroe Custom Utility model SB 168M 5320H-TF			
The body to be furnished shall be designed for a chassis with a cab-to-axle dimension of approximately 120 inches	_x_	_____	_____
A drawing of the proposed body shall be submitted with the bid	_____	_x_	_____
Custom body- print will be available for a precon			
Automotive quality bulb type door seal shall be furnished on all door frames	_x_	_____	_____
Two (2) rear doors shall swing out to sides and be watertight	_x_	_____	_____
Understructure cross sills shall be constructed of 11 gauge steel with 50,000psi minimum yield strength	_____	_x_	_____
Exceed-Cross member are structural type- not formed			
Floor shall be 12 gauge tread plate with 1-3/8 inch return flange on each side 1 1/2"	_x_	_____	_____
The side compartment back panel shall overlap and interlock with the floor flange to provide support for the weight of the side compartment	_x_	_____	_____
Compartment tops, backs, and compartment end panels shall be one piece seamless design	_x_	_____	_____

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10. UTILITY BODY - continued	YES	NO	DEVIATION
Side compartment doors shall be constructed of 20 gauge two-sided A40 galvanized steel, double paneled with hat section reinforcement 19 ga.	_x_	_____	_____
Hinges shall be stainless steel continuous hinges installed to provide full length support for the doors and pry-proof security with built-in weather shield Hinges are not piano type continuous- they are hidden hinge type design	_____	_x_	_____
Hinges for the side compartment doors shall be spot welded to the door frames Hinges are bolted on	_____	_x_	_____
Hinges for the rear doors are to be attached with non corrosive aluminum rivets with stainless steel mandrels Hinges are bolted on	_____	_x_	_____
Adjustable strikers are to be affixed to the side compartment door frames with screws	_x_	_____	_____
Stainless steel corrosion resistant rotary latches shall be riveted to the side compartment doors with non corrosive stainless steel rivets	_x_	_____	_____
Rotary latches shall be slam-latchable	_x_	_____	_____
Double spring over center door retainers shall be installed on all vertical side compartment doors	_x_	_____	_____
Retainers shall hold doors in positive open or closed position	_x_	_____	_____
Shelves shall be constructed of 18 gauge bright spangled galvanized steel Shelving is galvanized	_____	_x_	_____
All shelves shall have hemmed dividers on 4 inch centers	_x_	_____	_____
Shelves shall have a 250 pound minimum capacity	_x_	_____	_____

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4300 SBA LP 4X2 CAB & CHASSIS**

10. UTILITY BODY - continued	YES	NO	DEVIATION
Roof shall be constructed of 16 gauge A40 Galvanneal steel Exceed- 14 ga, not 16 ga	_____	_x_	_____
Roof shall be tapered and crowned across the top for additional strength and be reinforced with cross braces	_x_	_____	_____
Rear cargo doors shall be double panel construction with a 20 gauge A40 Galvanneal steel outer panel and a 14 gauge A40 Galvanneal steel inner liner 19 ga outer panel	_x_	_____	_____
Rear doors shall have nitrogen gas door retainer to assist in both opening and closing	_x_	_____	_____
All door rods and latching hardware shall be concealed between the outer door panel and inner door liner	_x_	_____	_____
Each rear door shall have one (1) 9 inch x 30 inch fixed tempered glass window and protected by an 18 gauge bright spangled galvanized steel punched window guard Windows are 14" x 16"- window guard is 14 ga	_____	_x_	_____
Body is to be completely immersed in electrodeposition gray epoxy prime paint with a zinc phosphate precoat and seal for additional corrosion protection Body is phosphate washed and urethane primed	_____	_x_	_____
Prime paint shall be oven cured	_x_	_____	_____
Interior paint shall be mid-gloss, mar resistant, light gray Color is white- not gray	_____	_x_	_____
Body shall have a minimum clear interior height of 78 inches	_x_	_____	_____
Body shall have a minimum clear door height of 66 inches	_x_	_____	_____
Body shall have an overall width of 94 inches 93.3"	_____	_x_	_____

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10. UTILITY BODY - continued	YES	NO	DEVIATION
Body shall be approximately 14 feet in length	__x__	_____	_____
Body shall have a clear floor width of 49 inches	__x__	_____	_____
Side compartment approx. dimensions shall be:			
a. 40 inch vertical compartment height	_____	__x__	_____48''_____
b. Front vertical width – 34 inches	_____	__x__	_____32''_____
c. Second vertical width – 28 inches	_____	__x__	_____30''_____
d. Third vertical width – 28 inches	__x__	_____	_____
e. Horizontal compartment width – 52 inches	_____	__x__	_____54''_____
f. Forth vertical width – 25 inches	_____	__x__	_____24''_____
g. Side compartment depth – 20 inches	__x__	_____	_____
Front two (2) vertical compartments on street Side shall have two (2) adjustable shelves	__x__	_____	_____
Front Curb side vertical compartment shall have a Seven (7) drawer cabinet installed	__x__	_____	_____
Horizontal and rear vertical compartments shall have one (1) adjustable shelf each	__x__	_____	_____
All locks shall be keyed alike	__x__	_____	_____
Master locking system shall be provided on all compartments that are spring loaded in the open position	__x__	_____	_____
Light guards shall be provided to protect recessed stop, tail, turn, backup lights, and wiring harness	__x__	_____	_____
Cargo area shall be illuminated by two (2) overhead dome lights switched at the rear of the utility	__x__	_____	_____

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10. UTILITY BODY - continued	YES	NO	DEVIATION
Two (2) crank open roof vents shall be installed	_x_	___	_____
Two (2) nine inch by 20 inch safety glass windows shall be installed on <u>each</u> side near the roof	___	_x_	8" x 18" ___
Rear bumper shall be step type	_x_	___	_____
All compartments shall have strip lighting with a master switch and pilot light in the cab, fused separately Master switch and pilot light shipped loose	_x_	___	_____
All exterior lights on body shall be LED type and conform with Motor Vehicle laws of the State of Michigan and include:			
t. Clearance	_x_	___	_____
u. Stop	_x_	___	_____
v. Tail	_x_	___	_____
w. Turn	_x_	___	_____
An aerodynamic air bubble shall be furnished to be installed on the front panel above truck cab	_x_	___	_____
Comment _____ Air bubble will be shipped loose _____			

End of Specification

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State of Michigan
Bid no 071I0200092
Bid Item no 03-CU14.09

Supply Mon roe Custom Body model no SB 168-M-5320H-TF including the following

Body length is 168", comp height is 48", compartment depth is 20"

Floor Width is 53.5"

Floor to top of compartments is 30"

Street side compartments are as follows

32" vertical with 2 adjustable trays with dividers

30" vertical with 2 adjustable trays with dividers

28" vertical with 2 adjustable trays with dividers

54" horizontal compartment with fixed divider tray and double overlapping doors

24" vertical with adjustable tray with dividers

Curb side compartments are as follows

32" vertical with 7 drawer combo unit including

Two 6" drawers

Two 4" drawers

Three 3" drawers

Drawers are rated at 300 lbs capacity

30" vertical with 2 adjustable trays with dividers

28" vertical with 2 adjustable trays with dividers

54" horizontal compartment with fixed divider tray and double overlapping doors

24" vertical with adjustable tray with dividers

Body includes 14 ga construction with structural under structure

Compartment tops are 12 ga

Load space walls are 12 ga

Floor is 12 ga tread plate

Doors are 19 ga double panel construction with single point rotary stainless steel paddle handles

Master locking system

Rubber fenders

TF top enclosure includes tapered sides design and the following

Double lapping rear doors with gas shock hold opens

Glass in rear doors is 14" x 16"

Two full length shelves on each side above compartment tops

Dome lights and roof vents installed as per spec

8" tread plate rear step bumper with center recess

Rope lighting as per spec

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LED lighting for markers, backup lights, STT lights, and license plate light as per spec

Nose cone shipped loose

FOB Lansing \$16,344.00

Options

Install Utility body on chassis, install nose cone, supply and install backup alarm, install rear step bumper, wire all lights, install fuel fill hoses, and refinish body to match the cab

Add \$ 1,865.00

Submitted by Dan Bouwman

06/08/10

Standard literature is included. All of the specifications would include custom options and drawing would be available for a preconstruction meeting if required

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Other Popular Body OPTIONS

BUILT IN Body Options:

Roller Top Enclosures



ROLLER TOP Features:
* Construction - 14 Ga. Galvaneal Steel.
* Hat Channel Reinforced on underside.
* Rollers - Stainless Steel Roller Bearings.

* 2 or 3 Section Designs available with
Fixed Front Section
* Hinged Rear Flap closes and Locks over body tailgate
* Keyed, Two Point Latching

Flip Top Comp'ts.



FLIP TOP Features:
* Hinged Lids on body compartments lift up to access full length Divided Trays.
* Trays are 3 1/2" deep with Divider Slots spaced 2" on center.

* Gas Assist Props hold Lid securely up when lid is open
* Lids are Secured with Spring Loaded Latches concealed and protected in horizontal compartments

Bumpers



TREADPLATE Bumpers:
* 12 Ga. Galvaneal Treadplate Step.
* 8" or 12" Step surface.
* Smooth 12 Ga. Galvaneal Riser

GRIPSTRUT Bumpers:
* 12 Ga. Galvanized Gripstrut Step, Banded.
* 9.5" or 12" Step surface.
* Smooth 12 Ga. Galvaneal Riser

Floor Extensions



PLATFORM EXTENSIONS:
* 12 Ga. Galvaneal Treadplate Top.
* 12", 18", 24", . . . x full width of body.
* Smooth 12 Ga. Galvaneal Ends.

* Reversed Channel at rear for light protection.
* Available with Optional Thru Compartments with drop down Door at each end as shown.

Ox / Ac Comp'ts.



Ox/Ac Compartments:
* Standard, 65" high.
* Vents in back wall.
* Available with Brackets for securing bottles - See Accessory Catalog.

Transverse Comp'ts. & Floor Tunnels



TRANSVERSE Compartments:
* Adds more weather protected storage space.
* Great for those longer tools.
* Available with Optional Shelves, Roll Out Drawers, and Hook Trays.

Drawers Built In



Master Locking



Spring Hold Opens



Thru Shelves



Chock Holder



Slam Action Tailgate



ACCESSORY Options:



Check out our complete Accessory Catalog for all the "extras" you might need for your service body. All of our Accessories are designed to Bolt in or on.



Also feel free to visit us at ... www.mcbaccessories.com

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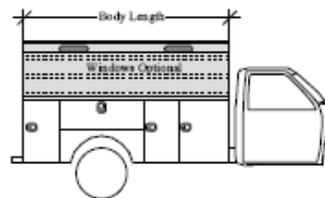
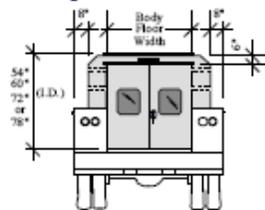
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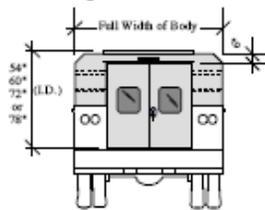
Body Options - TOP ENCLOSURES

Keep your load Secure and Dry with an MCB Top Enclosure !

(T)-Top Enclosures

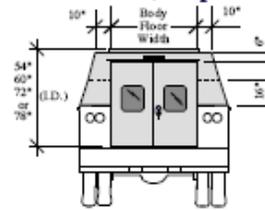


(TF)-Top Enclosures



- * Construction - 14 and 12 Ga., Double Sided, Galvanneal Steel
- * Sides - "Smooth" style design (no ribs) - Great for signage
- * Roof - 2" high "Standing Cap" Roof design keeps water OUT
- * Shelving:
 - 2" high Lips, full length, on body compartment tops
 - (2) Full length Shelves each side above compartment top with 2" high lips (except TSU models)
 - Shelves are reinforced for heavy loads.
- * Rear Doors - "Deep Pan" design - Double Panel, 19 Ga. Galvanneal
 - Stainless Steel Strap Hinges are standard
 - Keyed, Two Point Latching with Release Bar on interior door
- * Primer - Two Stage Urethane
- * TSU Models are similar, except as follows:
 - They include (4) Upper Side Compartments (two each side)
 - Upper Compartment Doors are Double Panel, 18 Ga. Galvanneal opening to the exterior (open to the interior is Optional)
 - Inside the loadspace there is a 2" high Lip on top of the boxes, and (1) Full Length Shelf, each side, above boxes

(TS and TSU)-Top Enclosures (TSU includes Upper Compartments)



STAINLESS STEEL and ALUMINUM construction also available.

MCB ... providing Superior Quality and Service since 1969 !



Distributed by:

At MCB its easy to
"Customize" or
"Accessorize"
bodies for the
way YOU work!

Check out other Body Options at ... www.mcbaccessories.com

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