Form No. DTMB-3522 (Rev. 10/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN

DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET

PROCUREMENT

525 W. ALLEGAN STREET
LANSING, MI 48933

P.O. BOX 30026
LANSING, MI 48909

NOTICE OF CONTRACT NO. **071B6600119**

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
D & K Truck Company, Inc.	Edward Merrill	emerrill@dktruck.com
3020 Snow Rd	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Lansing, MI 48917	(517) 484-1905	0677

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER	MDOT	Scott Poyer	(517) 284-6448	poyers@michigan.gov.gov
CONTRACT ADMINISTRATOR	DTMB	Yvon Dufour	(517) 284-6996	dufoury@michigan.gov

CONTRACT SUMMARY

DESCRIPTION:
Vehicles – Cab & Chassis

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Five years	August 19, 2016	November 30, 2021	One, 2 year option
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination		

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ Yes ☐ No

MINIMUM DELIVERY REQUIREMENTS

1 unit

MISCELLANEOUS INFORMATION

This is a Pre-Qualification Contract for the Purchase of Cab & Chassis Trucks

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	$0.00

For the Contractor:

_____ _____

Name:
Contract Administrator
D & K Truck Company, Inc.

Date

For the State:

_____ _____

Rebecca Cook,
Division Director, Commodities
State of Michigan

Date

STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and D & K Truck Company, Inc. ("**Contractor**"), a Michigan Corporation. This Contract is effective on August 19, 2016 ("**Effective Date**"), and unless terminated, expires on November 30, 2021.

This Contract may be renewed for up to two additional one-year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

1. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

   Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

   Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

   Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

2. **Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Yvon Dufour *525 W. Allegan,* *Constitution Hall, 1st Floor NE* *Lansing, MI 48933* *dufoury@michigan.gov* *(517) 284-6996*	Edward Merrill 3020 Snow Rd Lansing, MI 48917 emerrill@dktruck.com 517-484-1905

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Yvon Dufour *525 W. Allegan,* *Constitution Hall, 1st Floor NE* *Lansing, MI 48933* *dufoury@michigan.gov* *(517) 284-6996*	Edward Merrill 3020 Snow Rd Lansing, MI 48917 emerrill@dktruck.com 517-484-1905

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Scott Poyer *poyers@michigan.gov* *(517) 284-6448*	Edward Merrill 3020 Snow Rd Lansing, MI 48917 emerrill@dktruck.com 517-484-1905

5. **Performance Guarantee**. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.

6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimal Limits: $1,000,000 Each Occurrence Limit $1,000,000 Personal & Advertising Injury Limit $2,000,000 General Aggregate Limit $2,000,000 Products/Completed Operations Deductible Maximum: $50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.
Umbrella or Excess Liability Insurance	
Minimal Limits: $5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
Minimal Limits: $1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	

Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimal Limits: $500,000 Each Accident $500,000 Each Employee by Disease $500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Administrative Fee and Reporting.** Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

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

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to DTMB-Procurement.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

8. **Extended Purchasing Program.** This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.

12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.

14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

    In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

    Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the

deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging becomes the State's exclusive property upon acceptance.

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Warranty Period**. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

    The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes 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 disputed.

    The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages** Liquidated damages, if applicable, will be assessed as described in Schedule A.

22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

    If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

    The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

28. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

31. Reserved.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c)

developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to 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 responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Reserved

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its

designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

40. Reserved.

41. Reserved.

42. Nondiscrimination. Under the Elliott-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*., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

43. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

44. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed

by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

    Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

50. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the Schedules, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Schedule A; (d) any other Schedules; and (e) the Contract.

51. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

52. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.

53. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

54. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").

STATE OF MICHIGAN

Contract No. 071B6600119
Vehicles – Cab & Chassis

SCHEDULE A
STATEMENT OF WORK
CONTRACT ACTIVITIES

Requirements
1. Specifications
1.1 The Contractor must provide the following:
A. Cab and Chassis vehicles per Schedule B - Specifications. All vehicles to be furnished hereunder shall conform to the attached specifications (Schedule B – Specifications). If equipment does not fully comply with specifications, dealers shall include a list of designated exceptions to specifications. When no statement of exception is indicated, conformance to specifications will be required. Exceptions must be registered with the item number(s) to which it applies and list the description of equipment involved. The State reserves the right to accept or reject exceptions to the specification. **B. New Equipment** All vehicles must be new and of the manufacturer's current models in production at the time of order. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or after-market equipment. Equipment not available from the factory may be dealer installed, in compliance with specifications. **C. Options** The Contractor shall provide options for Cab & Chassis at the lowest price available to all State Agencies, and Extended Purchasing Participants.
1.2 Warranties
All vehicles purchased on this contract will be covered at a minimum by the same manufacturer's vehicle warranty as is provided to retail customers. The Contractor will be responsible for all materials and accessories used in the vehicle, whether the same is ready made or from an outside source; and this responsibility may not be transferred, conveyed, assigned to any other person, company, corporation or entity without the previous written approval of the State. Extension of warranty and or other policy adjustments will be considered when constant maintenance is required or if replacement parts prove unsound. The State of Michigan shall expect the manufacturer to have an adequate stock of replacement parts available to service State of Michigan, and Extended Purchasing Participants vehicles, and to make delivery of all replacement parts to their dealers who may service the State of Michigan, and Extended Purchasing Participants vehicles, within a reasonable time. The prime Contractor will be required to contact the State of Michigan, and Extended Purchasing Participants within ten (10) days after receipt of a contract release or purchase order, to arrange procedures concerning the implementation of warranty claims and to designate personnel to handle claims.
1.3 Recall Requirements and Procedures
The Contractor shall notify the Program Manager (PM) or their Designee within 48 hours of a recall notice via email.
2. Service Levels
2.1 Time Frames
Delivery shall be within: • 90-120 calendar days after receipt of the order for Cab & Chassis without body equipment. • 120-240 calendar days after receipt of order for Cab & Chassis equipped with Dump, Stake, or Van Type Bodies.

The Contractor and the State, or Extended Purchasing Participants, may mutually agree upon alternate schedules in writing. Deviations from the agreed upon schedule exceeding seven (7) calendar days shall be subject to section 10, Invoice Credits.

2.2 Training

The dealer shall provide access for State and Extended Purchasing Participants mechanics to all on-line service and repair information including service bulletins for all vehicles purchased.

The dealer shall provide access for State and Extended Purchasing Participants mechanics to service and repair training for the models purchased. Training shall be similar to the training offered to dealership mechanics. Access to all engine service and training information is available. No special considerations are necessary.

Resources include, but are not limited to:

a) Daimler Trucks North America (DTNA) Connect which include

- Parts Pro 6 (VIN specific part number, wiring diagrams).
- Service Pro (Major component lookup, Warranty coverage remaining).
- Service Link (Cab control diagnostics/Parameters).
- Aftermarket Resource Center online training.
- Service Solutions Collaborative Forum.
- Local Technical service representatives from the OEM (Technical Sales, Field Service) are available for in service training.
- Access to Dealership Service personnel is also available in conjunction with Factory representation.

All resources listed above shall be at no cost to the State.

2.3 Reporting

The State reserves the right to request reports from the Contractor.

By the second Friday of every December, the Contractor must submit a report of recycled content in commodities sold in that calendar year to contact **Yvon Dufour, or DTMB Procurement Designee**.

2.4 Documents

Contractor shall submit the following documents at the time of delivery:

a) Owner's/Operator's manual for vehicle and all add-on equipment.

b) Warranty papers for chassis, body, and additional equipment if applicable.

c) Maintenance manual(s).

2.5 Meetings

The State may request a kick-off meeting with the Contractor within thirty (30) days of the Effective Date. The State may request other meetings, as it deems appropriate.

3. Staffing

3.1 Contractor Representative

The Contractor shall appoint an individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Ed Merrill
Office: 517-484-1905
Cell: 517-749-2799
emerrill@dktruck.com

The Contractor shall notify the Contract Administrator at least **30** calendar days before removing or assigning a new Contractor Representative.

3.2 Customer Service, Technical Support, Repairs and Maintenance Toll-Free Number

The Contractor shall specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative shall be available for calls during the hours of 8 am to 5 pm EST.

(800) 968-1905

3.3 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor shall disclose the following:
The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
The relationship of the subcontractor to the Contractor.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
A complete description of the Contract Activities that will be performed or provided by the subcontractor.
Of the total cost, the price of the subcontractor's work.

4. Pricing

4.1 Price Term

The pre-qualified pool of Contractors shall bid annually on vehicles. Compliance with specifications and the lowest bid, shall govern award for vehicles by manufacturer, model category, and/or model groups. The State reserves the right to negotiate with one or more Contractors. Once vehicles are awarded, prices are fixed for one model year with an option to "roll-over" pricing for the next model years. "Model year" is defined as the current model year at the time of the bid release. Dealers are obligated to provide the vehicle at the bid price as long as that model year is produced. "Roll-over" pricing shall be upon mutual agreement between the State and the dealer. The State reserves the right to prohibit "roll-over" pricing for any reason. Vehicles that are not rolled over are included in the upcoming annual bid cycle.

4.2 Price Changes

Prices quoted are the maximum to be charged during the vehicle model year. Model year is defined as the current model year at the time of the bid release.

Dealers are obligated to provide the vehicle at the bid price as long as that model year is produced with the following exceptions:

- **a)** The State or Extended Purchasing Participants shall receive the benefit of any decrease in price that may occur.
- **b)** If changes in manufacturer standard equipment or federal regulations affect the cost of the vehicle(s) during the model year by more than one hundred-dollars ($100), the Contractor may request a price revision to reflect the actual cost increase experienced. The request must be accompanied by evidence that the change actually affected the Contractor's cost.
- **c)** If the State of Michigan raises the cost of the vehicle title fees during the contract period, Contractors may request a price adjustment to reflect the actual cost increase experienced.

Changes may be either increase or decrease, and may be requested by either party. Approved changes shall be firm for the remainder of the model year, and shall take effect 30 days after authorization by Contract Change Notice. The postmark date on the Contract Release/Purchase Order shall determine prices to be charged on an order that may have been in transit prior to implementation of price revisions.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the vehicle will be added to the upcoming bid cycle making it available for all pre-qualified dealers to submit bids. The continued payment of any charges due after September 30th of any fiscal year will be subject to the availability of an appropriation for this purpose.

5. Ordering

5.1 Authorizing Document

Orders for delivery of commodities and/or services will be issued directly by the State, or Extended Purchasing Participants, through the issuance of a Purchase Order Form referencing this contract. The Contractor is asked to reference all items per section **8.1 Invoice Requirements.**

The Contractor is only authorized to sell vehicles specifically listed on their contract within the respective model year.
Any misrepresentations, such as selling of other vehicles, could be subject to the following:

1. Submittal of an official Vendor Performance with the State.

2. Loss of award (Contractor's current awarded vehicles to be re-bid amongst other Contractors).
3. Early removal from pre-qualification.

5.2 Order Verification

The Contractor must have internal controls to verify abnormal orders and to ensure that only authorized individuals place orders.
When an item is backordered, the Contractor shall notify the State or Extended Purchasing Participants within ten (10) business days.
The Contractor shall provide an order confirmation within two (2) business days via email to the Designee indicated on the Purchase Order.
The Contractor shall provide a delivery timeframe within ten (10) business days via email to the Designee indicated on the Purchase Order.

6. Delivery

A. F.O.B. Delivered Items

Prices shall be quoted "F.O.B. Delivered" with transportation charges prepaid on all orders for State of Michigan Agencies, in the vicinity of Lansing, Michigan. Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

B. F.O.B. dealership Items

Prices shall be quoted "F.O.B. Dealership" with transportation charges prepaid to the primary Contractor location on all orders for Extended Purchasing Participants. Dealers must also quote a delivery cost per mile to facilitate calculation of delivery cost to various locations within Michigan. The delivery fee per vehicle for Extended Purchasing Participants shall be a maximum of $2.50 per mile starting at the first mile. Dealers can include a lower delivery fee than $2.50 per mile in their bid responses. The delivery cost per mile will be added to the unit cost of the vehicle unit price quoted to determine the "Total Unit Price" for "F.O.B. Dealership" items. Mileage will be calculated based upon the "Official Michigan Department of Transportation Highway Map". Other F.O.B. terms will not be accepted and may disqualify a dealer from further consideration.

C. Driver Delivery

Contractors will be permitted to drive vehicles to final destinations in compliance with the "Affidavit for Driver Delivery" attached, however, the affidavit must be completed, submitted, and in the contract file within Purchasing Operations to be applicable.

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

7. Acceptance

7.1 Acceptance and Inspection

Prior to delivery, each vehicle shall be serviced and inspected by the dealer or their agent. At a minimum, this pre-delivery service and inspection shall cover the specifications listed in the State of Michigan Specifications **per Schedule B, Pre-Delivery Service**. A copy of the Contractor's inspection and service check, including the Contractors and vehicle identification, check-off of service and inspection performed and the service manager's signature shall be furnished with each vehicle delivered. The vehicles crank case, differential and transmission shall be filled to the manufacturer's recommended capacity and the fuel tank shall have a minimum of one-fourth of a tank of fuel when the vehicle arrives at the delivery destination. The Contractor shall provide a completed odometer statement, completed RD108 application for title form, vehicle window sticker or line setting ticket, and invoice for each vehicle at the time of delivery. The vehicle shall be clean and free from defects when delivered.

The receipt of all items from section 2.4 shall be submitted complete.

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

The receiving State Agency and Extended Purchasing Participants have been instructed to make inspection on receipt of units and to process payment documents promptly. Payment documents, however, will be delayed if the vehicle fails to comply with specification requirements.

8. Invoice and Payment

8.1 Invoice Requirements

All invoices submited to the State must include: (a) date; (b) contract number; (c) purchase order; (d) quantity; (e) description of the Contract Activities; (f) base vehicle unit price; (g) option unit price; (h) shipping cost (if any); and (i) total price.

8.2 MiDeal Requirements

a) The Contractor must ensure that all purchasers are MiDEAL Members before extending the Contract pricing.

b) The Contractor must submit quarterly reports of MiDEAL purchasing activities **(See Standard Contract Terms, section 7).**

c) To the extent that MiDEAL Members purchase Deliverable(s) under this Contract, the quantities of Deliverable(s) purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

d) The Contractor shall submit invoices to and receive payment from MiDEAL Members on a direct and individual basis **(See Standard Contract Terms, section 8).**

9. Additional Requirements

9.1 Environmental and Energy Efficient Products

The Contractor shall identify any energy efficient, bio-based, or otherwise environmental friendly products used in the products to the Program Manager (PM) prior to delivery. This information must include any relevant third-party certification.

The Contractor shall identify any energy efficient, bio-based, or otherwise environmental friendly products used in their products to the Program Manager (PM) 2 weeks prior to delivery.

9.2 Recycled Content and Recyclability

Deliverable(s). Without compromising performance or quality, the State prefers Deliverable(s) containing higher percentages of recycled materials. The Contractor must indicate an estimate of the percentage of recycled materials, if any, contained in each Deliverable:

- (total estimated percentage of recovered material) 10-50 %
- (estimated percentage of post-consumer material) 10-40 %
- (estimated percentage of post-industrial waste) 10-30 %

9.3 Hazardous Chemical Identification

In accordance with the federal Emergency Planning and Community Right-to-Know Act, 42 USC 11001, *et seq.*, as amended, the Contractor must provide a Safety Data Sheet listing any hazardous chemicals, as defined in 40 CFR §370.2, to be delivered. Each hazardous chemical must be properly identified, including any applicable identification number, such as a National Stock Number or Special Item Number.

The Contractor shall provide all current SDS to the Program Manager (PM) 2 weeks prior to delivery.

9.4 Mercury Content

Pursuant to MCL 18.1261d, mercury-free products must be procured when possible. The Contractor must explain if it intends to provide products containing mercury, the amount or concentration of mercury, and whether cost competitive alternatives exist. If a cost competitive alternative does exist, the Contractor must provide justification as to why the particular product is essential. All products containing mercury must be labeled as containing mercury.

The Contractor shall report if it intends to provide products containing mercury to the Program Manager (PM) no later than 48 hours after a purchase order is issued.

9.5 Brominated Flame Retardants

The State prefers to purchase products that do not contain brominated flame-retardants (BFRs) whenever possible.

The Contractor must disclose to the Program Manager (PM) whether their products contain BFRs no later than 48 hours after a purchase order is issued.

10. Invoice Credits

Late or improper completion of the Contract Activities will cause loss and damage to the State and Extending Purchasing Participants and it would be impracticable and extremely difficult to fix the actual damage sustained by the State and/or Extending Purchasing Participants. Therefore, if there is late or improper completion of the Contract Activities, the State, and the Extended Purchasing Participants are entitled to collect invoice credits for 2/10th of 1% of the Purchase Order for each day the Contractor fails to remedy the late or improper completion of the Work.
11. Liquidated Damages
Unauthorized Removal of Key Personnel will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, the State may assess liquidated damages against Contractor as specified below. The State is entitled to collect $500 per individual per day for the removal of any Key Personnel without prior approval of the State. The State is entitled to collect $500 per individual per day for an unapproved or untrained key personnel replacement.

Technology, Management & Budget

Procurement

SCHEDULE B
SPECIFICATION INFORMATION

Cab & Chassis

THESE SPECIFICATIONS ARE APPLICABLE TO MODEL YEARS 2016 - 2023 UNLESS OTHERWISE SPECIFIED.

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3905-0008H-T50D	HYBRID VEHICLES: HEAVY DUTY TRUCK, CAB AND CHASSIS, DIESEL (G.V.W.R. 23,500 lbs., min.)
3905-0012-CBPEA	HYBRID VEHICLES: Stripped Chassis, Parallel Hybrid Electric Drive, 158" wheelbase, 14,000 lbs. min GVWR
3905-0012-CBPEB	HYBRID VEHICLES: Stripped Chassis, Parallel Hybrid Electric Drive, 176" Wheelbase, 14,000 lbs. min GVWR
3958--0096D	MEDIUM DUTY TRUCK 4X4: CAB AND CHASSIS, (G.V.W.R. 25,950 lbs., min.), DIESEL, (Body & Payload-Approx. 13,000 lbs.)
3958-0110	HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 14,500 LBS., min.)
3958-0111D	HEAVY DUTY TRUCKS: CAB AND CHASSIS, DUAL REAR WHEELS, DIESEL, (G.V.W.R. 14,500 LBS., min.)
3958-0112	HEAVY DUTY TRUCKS: CAB AND CHASSIS DUAL REAR WHEELS, (G.V.W.R. 14,500 LBS., min.)(4x4)
3958-0113D	HEAVY DUTY TRUCKS: CAB AND CHASSIS DUAL REAR WHEELS, DIESEL, (G.V.W.R. 14,500 LBS., min.)(4x4)
3958-0114	HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 15,000 LBS., min.)
3958-0115D	HEAVY DUTY TRUCKS: CAB AND CHASSIS DUAL REAR WHEELS, DIESEL, (G.V.W.R. 15,000LBS., min.)
3958-0116	HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 15,000 LBS., min.)(4x4)
3958-0117D	HEAVY DUTY TRUCKS: CAB AND CHASSIS, DIESEL, (G.V.W.R. 15,000 LBS., min.)(4x4)
3958-0134	HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 21,000 lbs., min.), LOW PROFILE
3958-0135D	HEAVY DUTY TRUCKS: CAB AND CHASSIS, DIESEL, (G.V.W.R. 23,500 lbs., min.),
3958-0136D	HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 21,000 lbs., min.), DIESEL
3958-0160D	HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 33,000 lbs., min.), DIESEL
3958-0164D	HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 27,000 LBS., MIN.), DIESEL
3958--0170D	HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R 44,000 lbs., min.), 305HP DIESEL ENGINE, SINGLE AXLE, DIESEL
3958-0172D	HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 64,000lbs., min.) TANDEM AXLE, 370HP DIESEL ENGINE, WALKING BEAM AND SPRING SUSPENSION
3958-0173D	HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 52,000lbs., min.), TANDEM-Diesel Engine,(Not Intended to be equipped with an Underbody Snow Plow)
3958-0178D	HEAVY DUTY TRUCKS: TRACTOR: (G.C.W.R. 70,000lbs., min.), TANDEM AXLE, DIESEL

GENERAL SPECIFICATIONS

Truck Equipment ..... p. 5

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Patrol vehicle equipment options are contained within each specification contained in this document.

All vehicles must be new and of the manufacturer's current models in production at the time of delivery. All standard or optional equipment to be included shall be as advertised by the manufacturer (OEM) and factory installed and shall not consist of substitute or after market equipment. Special Edition Pricing Packages which may limit available options are not acceptable. Optional equipment not available from the factory may be dealer installed.

The dealer's vehicle order confirmation sheet, which includes all of the standard options provided with the vehicle in accordance with the State of Michigan Specification, shall be provided at each of these steps in the process:

With dealers annual bid submittal to the State of Michigan
With original quote from the dealer to the Ordering Entity
Upon delivery of the vehicle from the dealer to the Ordering Entity
The Ordering Entity shall use as a check list when accepting the vehicle to verify all ordered options are included on the vehicle

The dealer shall indicate on the TOP of the order confirmation sheet:

- The specification number(s) that applies

Diesel Vehicles are indicated with a "D" at the end of the specification number.
Alternative Fuel vehicles are indicated with a "A" at the end of the specification number.

TRUCK EQUIPMENT (Page B)

The items listed below are to be supplied on all trucks, even though they may be optional with the manufacturer. They have also been included in the individual specifications and are to be furnished on all vehicles:

See individual specifications for MDOT specific options.

12 Volt auxiliary outlet

Air Conditioning - All trucks.

Color-Manufacturers Standard to be selected.

Coolant System-Maximum Size Available, including the Heaviest Duty Radiator

Fuel Tanks, Diesel, with sending unit and magnetic drain plug, on all trucks over 21,000 G.V.W.R., painted Black and labeled "Diesel Fuel Only".

Hub caps on all pickups and vans up to and including 10,000 G.V.W.R. If not available from dealer cap nuts shall be furnished.

Keys-**(2)** sets with code numbers; shall be with vehicle at time of delivery. (Three sets for MDOT)

Mirrors All trucks are to be equipped with R.H. and L.H. outside rearview mirrors to comply with Michigan laws; all trucks up to and including 15,000 G.V.W.R. shall be equipped with inside rearview mirror. In all cases, outside R.H. & L.H. rear view mirrors shall be 34 sq.in. minimum, swing away type and provide full vision past all body installations. Mirrors shall be of stainless steel or high impact plastic construction unless denoted otherwise in individual truck specifications. All West Coast Type or Below Eye Level Camper Style Mirrors shall have stainless steel or high impact plastic heads, brackets, and hardware.

Paint codes-factory paint codes shall be furnished with all vehicles; for all after market painting both the brand and paint code shall be furnished.

Pre-delivery inspection and servicing.

Radio - AM/FM Manufacturers Standard, Factory Installed

Seats-Split Bench type, unless otherwise specified

Shock absorbers-(Heaviest Duty Available), front all trucks. Rear, up to and including 15,000 G.V.W.R.

Spare tire, or Rim, not to be furnished unless specified. If specified, tires to be of same mfg., tread design to be same as front tires.

Speed Control, Factory Installed

Steering-Power, Tilt Wheel

Transmission-Automatic.

Jack-Furnish on trucks up to and including 12,000 G.V.W.R.

All items removed for installation of optional equipment shall be returned to the State of Michigan or the Ordering Entity.

TO BE EQUIPPED IN COMPLIANCE WITH ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS AND REGULATIONS. ALL VEHICLES MUST BE EQUIPPED TO COMPLY WITH ALL REQUIREMENTS OF THE MICHIGAN MOTOR VEHICLE CODE.

Delete: On GM vehicles, OnStar and XM radio are deleted.

PRE-DELIVERY SERVICE

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

1. General appearance of body both interior and exterior for completeness and quality of workmanship.

2. Lubrication and fluid levels and correcting any leaks:

   a. Radiator
   b. Windshield Washer
   c. Battery
   d. Power steering pump
   e. Brake master cylinder
   f. Engine oil
   g. Transmission fluid level.

3. Mechanical operation of vehicle:

   a. Steering gear and linkage
   b. Suspension assembly, front and rear
   c. Proper tire pressure to normal rated road requirements
   d. Hood latch
   e. Head lights, aim and adjust
   f. Front wheel toe in and torque wheel nuts
   g. Seat and shoulder belts operative
   h. All locks and latches to be operative
   i. Windshield wiper and washer to be operative
   j. Proper adjustment to all drive belts

4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.

5. **Miscellaneous items to be furnished:**

   a. Manufacturers Window Sticker shall not be removed from vehicle.
   b. Odometer Certfification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
   c. Manufacturers or Dealers Pre-Delivery Check Sheet.
   d. Vehicle shall have a minimum of one fourth (¼) tank of Fuel when delivered.
   e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
   f. Completed RD108 application for title form.
   g. Invoice for each vehicle at the time of delivery.
   h. Vehicle Order Confirmation Sheet.

6. Deliveries shall be between the hours of 8 AM and 3 PM. No Weekend or Holiday Deliveries will be accepted. Forty-eight (48) hour notice required prior to delivery.

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

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

RECEIVING PROCEDURE

It is important that all State agencies and departments carefully inspect all vehicles prior to signing the Freight Bill. If any vehicle is received in a damaged condition of component parts or accessories are missing, a notation of the discrepancy(ies) is to be made on the Freight Bill and then be signed by the driver who delivered the vehicles. A Complaint to Vendor Form should be initiated and sent to the Contractor at once noting discrepancies. Failure to note obvious deficiencies at time of delivery on the Freight Bill may place the burden of repair on the Ordering Entity

It is recommended that the following items be checked by the Ordering Entity prior to signing the Freight Bill:

1. Visually inspect exterior of vehicle for paint, body, tire, tail light, antenna, outside rear view mirror and molding damage.

2. Visually inspect under hood for the following items:

   a. Air cleaner
   b. Battery and caps
   c. Radiator cap
   d. Windshield washer container.

3. Check for cracked or broken windows.

4. Check trunk compartment for the following:

   a. Spare tire and wheel
   b. Jack
   c. Wheel wrench
   d. Four hub caps
   e. Trunk mat.

5. Check interior of vehicle for the following items:

   a. Owner's manual and warranty material
   b. Cigarette lighter
   c. Two sets of keys (Three sets for MDOT)
   d. Make sure all seat belts are installed
   e. Sun visors
   f. Upholstery damage or excessive soil.

It is the responsibility of the Ordering Entity to check for any other items that could possibly have been missing in accordance with the purchase order, specification data and the dealer's vehicle order confirmation sheet.

SPECIFICATIONS FOR SUBCLASSES

3905-0008H-T50D - HYBRID VEHICLES: HEAVY DUTY TRUCK, CAB AND CHASSIS, DIESEL (G.V.W.R. 23,500 lbs., min.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6-speed

Allison w/ PTO Auto. 2000/2400/2200RDS

Ratio for minimum loaded road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

- ❒ Alternator-120 amp. min., Reference 22SI or approved equal
- ❒ Battery Carrier: HEV, Power Electronics Carrier (Eaton) w/Hybrid, mounted under cab. Includes Cooling System, LSM behind PEC.
- ❒ Transmission/Drive Unit: Eaton-Fuller Hybrid EH-8E406A-CD 6-speed Automated Manual Transmission w/Electronic Shift Controls, Without ePTO capability. Eaton-Fuller AutoClutch DM1401, 700ft.lb torque capacity

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

- ❒ Alternator: 120A min capacity, pad mounted
- ❒ Transmission/Drive Unit: Eaton-Fuller Hybrid EH-8E406A-UP 6-speed Automated

Manual Transmission w/Electronic Shift Controls, With ePTO capability. Eaton-Fuller AutoClutch DM1401, 700ft.lb torque capacity

- ❒ Battery Carrier: HEV, Power Electronics Carrier (Eaton) w/Hybrid, mounted under cab. Includes Cooling System, LSM behind PEC.
- ❒ Body Integration, Remote Power Module: Mounted under cab or on battery box; up to six-(6) outputs and inputs, 20A per channel- includes one-(1) switch pack w/latched switches.
- ❒ All other specs per MDOT requirements.

3905-0012-CBPEA HYBRID VEHICLES: Stripped Chassis, Parallel Hybrid Electric Drive, 158" wheelbase, 14,000 lbs min GVWR

MODEL - CURRENT NEW

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

- ❒ 3 Phase AC Traction Motor (Electric) and 5.4L FFV V-8 Engine (Gas/E85)
- ❒ 158" Wheelbase
- ❒ Lithium-Ion Battery

Fuel capacity-largest available from mfg.
Spare tire and wheel. Full size. Mfg. Stnd. mounting.
Wrench-wheel.

PLEASE NOTE: Speed Control is not available for this option.

3905-0012-CBPEB HYBRID VEHICLES: Stripped Chassis, Parallel Hybrid Electric Drive, 176" Wheelbase, 14,000 lbs min GVWR

MODEL - CURRENT NEW

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

- ❒ 3 Phase AC Traction Motor (Electric) and 5.4L FFV V-8 Engine (Gas/E85)
- ❒ 176" Wheelbase
- ❒ Lithium-Ion Battery

Fuel capacity-largest available from mfg.
Spare tire and wheel. Full size. Mfg. Stnd. mounting.
Wrench-wheel.

PLEASE NOTE: Speed Control is not available for this option.

HEAVY DUTY TRUCKS

3958--0096D HEAVY DUTY TRUCK 4X4: CAB AND CHASSIS, (G.V.W.R. 25,950 lbs., min.), DIESEL, (Body & Payload-Approx. 13,000 lbs.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Gross H.P., min. **225**

Clutch: Heavy duty

Transmission: 5-speed syncro. with 2-speed transfer case P.T.O. opening both sides

Front Wheel Lock-out Hubs.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Alternator-100 amp. min., Reference 22SI or approved equal
- ❒ Battery's-12 Volt; 1050 CCA, minimum.

Brakes-Full Air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters, Anti-Lock.
Cab assist handles-right and left.
Fuel/Water Separator with Heater.
Fuel tanks-dual step, 50 gallon capacity each.
Heater-Engine block, 110/120 VAC
Hood, Tilt Type.
Mirrors-Rear View, Outside. L.H. and R.H. West Coast type. 6" x 16", with stainless steel or powder coated steel heads, brackets, and hardware.
Running board-To have running boards on each side, or step tanks.
Spare wheel.
Starting Aid-Cold weather, ether type or glow plug.
Steering-Power.
Tachometer.
Throttle, Electronic, High Idle Engine RPM Control.
Wheels, Hub Pilot Disc Type

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PURCHASING OPERATIONS

3958-0110 HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 14,500 LBS., min.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler, Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Battery-12 Volt, 600 CCA, minimum.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.
Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed
Trailer Hitch, Class III Receiver Type

3958-0111D HEAVY DUTY TRUCKS: CAB AND CHASSIS, DUAL REAR WHEELS, DIESEL, (G.V.W.R. 14,500 LBS., min.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler, Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed

3958-0112 HEAVY DUTY TRUCKS: CAB AND CHASSIS DUAL REAR WHEELS, (G.V.W.R. 14,500 LBS., min.) (4 x 4)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler, Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Hubs autolocking on front
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.
Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed

3958-0113D HEAVY DUTY TRUCKS: CAB AND CHASSIS DUAL REAR WHEELS, DIESEL, (G.V.W.R. 14,500 LBS., min.) (4 x 4)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler, Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed below are to be supplied on all trucks, even though they may be optional with the manufacturer. Therefore, these specifications are to be furnished on all vehicles:

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Hubs autolocking on front
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum
Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed

3958-0114 HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 15,000 LBS., min.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler. Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Hubs autolocking on front
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.
Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed

3958-0115D HEAVY DUTY TRUCKS: CAB AND CHASSIS DUAL REAR WHEELS, DIESEL, (G.V.W.R. 15,000 LBS., min.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler. Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Hubs autolocking on front
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.
Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Tires, Truck, Tubeless, Radial, to meet G.V.W.R. Rear duals, mud and snow (Goodyear preferred)
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed

3958-0116 HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 15,000 LBS., min.) (4 x 4)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler with P.T.O. Provision. Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle Rear Limited slip
Hubs autolocking on front
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.
Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.
Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Tires, Truck, Tubeless, Radial, to meet G.V.W.R. Rear duals, mud and snow (Goodyear preferred)
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed

3958-0117D HEAVY DUTY TRUCKS: CAB AND CHASSIS, DIESEL, (G.V.W.R. 15,000 LBS., min.) (4 x 4)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic: with maximum capacity transmission oil cooler, Factory installed.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Axle rear limited slip
Hub autolocking on front
Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

- ❒ Mirrors-Rear View, Inside. Outside R.H. and L.H., below eye level, extended reach, swing away type, 51 sq. in., minimum.

Spare tire and wheel.
Switches, upfitter for auxillary
Throttle, Electronic, High Idle Engine RPM Control.
Tires, Truck, Tubeless, Radial, to meet G.V.W.R. Rear duals, mud and snow (Goodyear preferred)
Towing package: Heaviest duty available from manufacturer
Trailer brake controller, factory installed
Transmission: P.T.O. Provision

STATE OF MICHIGAN
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PURCHASING OPERATIONS

3958-0134 HEAVY DUTY TRUCKS: CAB AND CHASSIS, (G.V.W.R. 21,000 lbs., min.), LOW PROFILE

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: Automatic 5 or 6 speed w/ PTO
Allison Auto. 2000/2400 Series

Ratio for minimum loaded road speed of approx. 68 mph

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Air Conditioning-Factory Installed
Alternator-100 amp. min., Reference 22SI or approved equal
Battery(s)-12 Volt, 1,100 CCA minimum.
Cab assist handles-right and left.
Fuel Tank-50 gallon each, minimum, L.H. and R.H. Step Tanks.
Hood, Tilt.
Mirrors-Rear View, Outside. L.H. and R.H. West Coast type, 6" x 16", installed, with stainless steel or powder coated steel or composite heads, brackets, and hardware.
Shock Absorbers, Front and Rear
Switches (6), outfitter, with remote power module (MDOT only)
Throttle, Electronic, High Idle Engine RPM Control.
Wheels, Hub Pilot Disc Type

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DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

3958-0135 HEAVY DUTY TRUCKS: CAB AND CHASSIS DIESEL, (G.V.W.R. 21,000 lbs., min.)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6-speed w/ PTO

Allison Auto. 2000/2200RDS Series

Ratio for minimum loaded road speed of approx. 68 mph

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Air Conditioning-Factory Installed
Alternator-100 amp. min., Reference 22SI or approved equal
Battery(s)-12 Volt, 1,100 CCA minimum.
Cab assist handles-right and left.
Fuel Tank-45 gallon each, minimum, L.H. and R.H. Step Tanks.
Hood, Tilt.
Mirrors-Rear View, Outside. L.H. and R.H. West Coast type, 6" x 16".
Shock Absorbers, Front and Rear
Switches (6), outfitter, with remote power module (MDOT only)
Throttle, Electronic, High Idle Engine RPM Control.
Wheels, Hub Pilot Disc Type

3958-0136D HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 23,500 lbs., min.), DIESEL

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6-speed

Allison w/ PTO Auto. 2000/2400/2200RDS

Ratio for minimum loaded road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Alternator-100 amp. min., Reference 22SI or approved equal
Battery(s)-12 Volt; 1,100 CCA minimum.
Brakes-Full air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters.
Cab assist handles-right and left.
Fuel/Water Separator with Heater.
Fuel Tanks-45 gallon each L.H. and R.H. Step tanks.
Heater-engine block, 110/120 VAC
Hood, Tilt.
Mirrors, Rear View-Outside. L.H. & R.H. West Coast Type. 6" x 16", installed, with stainless steel or powder coated steel heads, brackets, and hardware.
Shock absorbers-Front and Rear, double acting, telescopic.
Starting Aid-Cold weather, ether type or glow plug.
Switches (6), outfitter, with remote power module (MDOT only)
Throttle, Electronic, High Idle Engine RPM Control.
Wheels-Hub Piloted disc.

3958-0160D HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 33,000 lbs., min.), SINGLE AXLE, 300 H.P. DIESEL ENGINE

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Engine: Diesel
Gross H.P.-300 min.

Transmission:
6-Speed, Allison 3000RDS or 3500RDS

Ratios for minimum loaded road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:

These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Alternator-100 amp., minimum, Reference 22SI or approved equal.
Battery(s)-12 Volt; 1,250 CCA minimum.
Brakes-Full air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters.
Cab assist handles-right and left.
Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.
Frame-Resisting bending moment 1,275,200 in.-lbs., min., Single Rail Frame
Fuel Tanks-50 gallon each L.H. & R.H., center step tanks.
- ❒ Fuel/Water Separator with Heater.

Heater-Engine block, 110/120 VAC
Hood, Tilt type, with Butterfly Opening.
Horns-Dual, air, Single Base, with Covers.
Mirrors, Rear View, Outside. L.H. & R.H. West Coast Type, 6" x 16", installed, with stainless

steel, powder coated steel, or composite heads, brackets, and hardware.
Shock absorbers, Heavy Duty, Front and Rear.
Starting Aid-Cold weather, ether type or glow plug.
Switches (6), outfitter, with remote power module (MDOT only)
Throttle, Electronic, High Idle Engine RPM Control.
Wheels-Hub Piloted disc.

3958-0164D HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 27,000 LBS., MIN.), DIESEL

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6 speed, Allison Auto, 2000/2350HS series

Axle: road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Alternator-100 amp., minimum, Reference 22SI or approved equal.
Battery(s)-12 Volts; 1500 CCA, Min.
Brakes-Full air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters.
Cab assist handles-right and left.
Exhaust (PIPE ONLY) - Vertical installation.
Fuel Tanks-L.H. and R.H. 45 (min.) gallon tanks, frame mounted.
Fuel/Water Separator with Heater.
Heater-Engine block, 110/120 VAC
Hood, Tilt.
Horns-Electric, dual.
Mirrors-Rear View, Outside. L.H. and R.H. West Coast type. 6' x 16"; installed, with stainless steel or powder coated steel heads, brackets, and hardware.
Oil Seals (wet)-front axle.
Shock absorbers, Heavy Duty, Front and Rear.
Starting Aid-Cold weather, ether type or glow plug.
Switches (6), outfitter, with remote power module (MDOT)
Throttle, Electronic, High Idle Engine RPM Control.
Wheels-Hub Piloted disc.

STATE OF MICHIGAN
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PURCHASING OPERATIONS

Mich. Spec. # 3958-0170D

3958--0170D HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 44,000 lbs., min.), 350 H.P. DIESEL ENGINE, SINGLE AXLE, DIESEL

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Wheelbase Approx. 186 (inches)

C.A. 112 to 114 (inches)

Axle to End of Frame 75 (inches) Engine:

Diesel
Gross H.P.-350 min.
Torque, Gross 1150 minimum

Transmission
Allison –4500RDS, wide ratio,
6 speed, Transmission shifter to be dash
mounted push button.

Single speed with driver controlled differential
lock

Ratio for minimum loaded road
speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Air Conditioning: Factory Installed
Air Cleaner with integral snow valve and in-cab control.
Alternator-135 amp., minimum, Reference 34SI or approved equal. Air
filter restriction gauge, dash mounted, Filter Minder #3781-325.
Air Horn

Battery(s)-12 Volt, 2775 Minimum
Battery Box must be mounted 35" back of cab or under cab with a 24" ground clearance.

☑ Battery Cable: The negative battery cable shall be run from the batteries to the engine block. This shall be a full length cable and be 00 gauge.

Brakes-Sealed Air Brake Chambers, Full air. Effective lining area 625 square inch, minimum, cast brake shoes. Air compressor 18.7 cfm, min. Air reservoir 2,000 cubic inch, minimum. Buzzer type low pressure continuous warning device. Air pressure gauge visible to driver. Check valve or equivalent safety device between reservoir tank(s). Spring loaded diaphragm type rear wheel parking brake. Air dryer with spin on filter, mounted outside of frame rail. Automatic Drain Valves. Automatic slack adjusters. Brake and electrical connections to end of frame, are to be semi-four wheel trailer connections with seven wire electrical cable, mounted on rear cross member at end of frame.
Bumper, Front; 11" x 3" x 1/4" channel, 90" straight center section and 3" beveled ends. Channel ends to be enclosed with 1/4" thick steel plate. Straight channel acceptable. Sharp corners shall be ground smooth. Bumper shall be bolted to main frame rails.
Cab assist handles-left and right, with full length external grab handles.

☑ Cab Interior: The cab inside length shall be at least 52.4 inches. A cab extension shall be provided as needed.

Cab mounted – Air Suspension Type.
Cab-to-end of frame-proper length to accommodate an 11 foot dump box mounted 18" back of cab. The 18" space is required for fuel tank mounting.
Cigar Lighter
Color-Orange acrylic enamel to match PPG Concept DCC605-10 or equal.
Bumper and frame to be painted black.
Crankshaft-Crankshaft shall be drilled and tapped for a spicer driveline, opening for drive line to be under radiator.

☑ Dash, Ergonomic type, angled towards driver
☑ Defrost Duct: Shall be installed for passenger side window.

Directional Signals-Rear to be special combination, turn signal, stop and tail-lights; standard canceling type. To be furnished by truck Contractor.
Dome Light in Cab.
Electrical Connections: Body Builders package, easily accessible to cab
Engine Air Breather-Provide a manual control (inside cab) for outside air intake.
Engine Block Heater, 120v/1500 watt with "Y" cord for fuel heater, cord to operate both
Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.
Exhaust System: a)Shall meet "scraper mounting clearance".
Shall be vertical stack fitted with heat shield and mounted outside of frame rails to accommodate fuel tank mounting per Mich. Spec. 3958-0171: **(Tanks-Combination 80 gallon fuel tank approximately 30" x 12" x72" and 26 gallon oil reservoir approximately 30" x 12" x 17" mounted 3" behind the cab and with 3" clearance to the dump body (space required approximately 18 inches). Tanks are to be mounted with equal overhang from each frame rail with 9" vertical clearance between bottom of tank and tops of frame rails.**

The fuel tank is to have a sending unit and magnetic drain plug and is to be painted with Dupont Centari #4694A Holly Green.

Oil Reservoir is to have an oil magnetic drain plug, lockable cap and combination level and heat gauge (Hydro-Craft #HSG-55 or equal) mounted approximately 6" from the top of reservoir to top hole in gauge. Suction line 2" shall enter tank from bottom and extend 1" upward. Return line 1¼" shall enter bottom of tank and extend 4" upward, suction and return line shall be approx. 5" apart C. to C. Reservoir is to be painted with Dupont Centari 76931-AM.

Fuel tank and oil reservoir are to be fabricated from #7 gauge steel, pressure tested for leaks and
F.H.A. labeled.

Supporting frame for tanks shall be self draining and installed with metal/metal contact of framework. All straps and tanks shall be insulated against metal/metal contact.)

Any exhaust modification necessary to meet ground clearance or any other specification requirement shall be done with manufacturer's standard parts available through regular dealer parts inventories.
Any necessary exhaust modifications shall be subject to approval by authorized state personnel.
In addition to all requirements, the exhaust shall exit the right side of the engine, the muffler shall be horizontally mounted under the cab on the right side, the tail pipe shall be vertically mounted on the right side directly beside the cab. The vertical pipe shall be supported by a frame mounted bracket. The tail pipe shall not be attached to the cab.
Fan clutch-Viscous type, thermostatic control or clutch type.
Frame-Straight rail, full length channel, frame, cross section 10.866" x 3.622" x 0.433" minimum. Section Modulus at point of maximum stress (Single Rail 22.12m section modulus 2,654,400 RBM, 120,000 PSI) 15.9 minimum (120,000 psi yield strength steel). All bolts heads shall be flush with frame surface from a point 64" forward of the rear axle centerline to a point 96" forward of the rear axle centerline.
Frame-Straight through type with mfg. standard integral extension, shall extend 20" in front of grill.

- ☑ Frame Length: The frame shall extended 187 in. min. from the back of the cab. This shall provide full support of 11 Ft. Dump Body mounted 18 in. behind cab.

Fuel tank-Transport tank only.
Fuel/Water Separator with Heater.
Gauges-Voltmeter or Ammeter, oil pressure, coolant temperature, tachometer, and transmission oil temperature.
Headlights-halogen type, with dimmer included in turn signal switch.
Heater-Engine block, 110/120 VAC
Hood-Tilt type with stationary grill, with accessory hatches to check and fill fluids without tilting hood.
Hourmeter, mounted in dash or under hood. To operate only when engine is running, oil pressure activated.
Line Setting Ticket: Furnish Two (2) copies with each cab and chassis delivered.
Locks-Cab Door. Keyed the same as the ignition switch with (3) keys provided.
Mirrors-Rear View, Outside. L.H. & R.H. West Coast type, Electric Heated, Power Adjustable, Dual Axis, 6" x 16" style, with stainless steel, composite or powder coated steel heads, brackets, and hardware.

Mud Flaps-Plain, Anti Sail Type, including Anti-Sail Hardware. (No advertising either side.) mounted behind front wheels.

- ☑ Oil Cooler, water to oil type
- ☑ Power Terminal Stud: A 12 volt power terminal shall be installed on the firewall under the hood. This shall be unfused and connection to 12 volt power at the starter solenoid with 6 gauge cable. The stud shall be 5/16 in. Diameter minimum and threaded for a standard nut. The stud shall be insulated from the firewall and have a removable insulated cover. This shall be mounted in an easily accessible position. This will be used to power lights and other electrical items installed by M-DOT.

Radio, AM/FM

Radiator-Petcock type drain fitting.

Running boards shall be furnished in addition to any concealed steps.

Scraper mounting Clearance-In the area between the rear edge of the front fender and 40" rear of the cab, there shall be a minimum of 24" of ground clearance. Minimum ground clearance shall not be exceeded with a payload of 20,000 lbs. Drive-line center bearing carrier, running boards, battery box, air tanks and exhaust system shall meet the 24" minimum ground clearance requirement.

Seats-High Back Bucket, both Driver and Passenger - Both must be Air Suspension, with adjustable Lumbar Back Support and folding arm rests.

Starting Motor: Leece Neville, MS2

Steering-Power, with tilt column.

- ☑ Switches, Twelve additional factory installed dash mounted switches for electrical equipment installed by MDOT.

Throttle, Electronic, High Idle Engine RPM Control.

- ☑ Trailer light cord socket: shall be sealed in the rear with a seven (7) wire cord.
- ☑ Vehicle Warranty: The cab and chassis furnished with this bid will be placed in service approximately 270 days after delivery. M-DOT will advise the Contractor in writing of the actual in-service dates and as part of the purchase agreement, the Contractor is to assure that the manufacturer's records reflect these in service dates.

Wheels-Rim width 12.25 DC Front, 8.25" Rear, Hub Piloted Disc, Heavy Duty Disc Type with Hand Holds

- ☑ Wheel Hubs: Front wheel hubs to be oil lubricated, clear caps with fill plugs, filled with 75W90 Synthetic Oil.

Windows-Power, both switches to be easily accessible to driver.

- ☑ Wiring, Two way radio pre-wiring
- ☑ Wiring: Dash switched for hood mounted snow plow headlights. Wiring with connectors to be coiled under hood. Snow plow headlights to be supplied and installed by M-DOT.

Warranty: To begin with date vehicle is placed in service. This will be approximately 270 days after delivery to MDOT. MDOT will advise the contractor, in writing, of the actual in-service dates and the contractor must insure that the manufacturer's records accurately reflect the service dates.

The successful bidder shall provide a minimum of eight hours training at a central M-DOT location, to M-DOT mechanics on the servicing and repair of new technology componentry, particularly electronic related.

It shall be the Contractor's responsibility to hold a vehicle pilot inspection at his manufacturing facility and furnish adequate transportation and lodging (if required) for four (4) personnel from the State of Michigan, before production. This inspection shall be held within 120 days of award.

3958-0172D HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 64,000 lbs., min.) TANDEM AXLE, 430 H.P. DIESEL ENGINE, WALKING BEAM AND SPRING SUSPENSION

MODEL - CURRENT NEW

Wheelbase 211 (inches) min.

C.T. (inches) min,

Engine: Diesel

Gross H.P.-430 min.
No. of Cylinders: 6
Torque, Gross 1,450 min.

Transmission: 6-speed,
Allison –4500RDS with dash mounted
Control push button

Axle, Min. Cap.-lbs.
Front, 18,000 min.

Rear, 46,000 min.

Ratio for minimum loaded
road speed of approx. 68 mph.
With driver controlled differential lock

Springs, Min. Cap. at Ground

Front-lbs. each, 9,000 min.
Multileaf Type with Shock Absorbers

Rear-lbs., 46,000 min. Hendrickson
RT-463

Tires, Truck, Tubeless, Radial, To match GVWR. Front to be Highway Tread, Rear duals-Traction Drive Tread. Same Mfg. Front and Rear (Goodyear preferred)

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Air Conditioning: Factory Installed
Alternator-135 amp., minimum, Reference 34SI or approved equal.
Air filter restriction gauge, dash mounted, Filter Minder #3781-325.
Air Horn
Battery(s)-12 Volt, 2700 CCA, Minimum
Battery Box must be mounted 35" back of cab or under cab with a 24" ground clearance.
☑ Battery Cable: The negative battery cable shall be run from the batteries to the engine block. This shall be a full length cable and be 00 gauge.
Brakes-Sealed Air Brake Chambers, Full air. Effective lining area 625 square inch, minimum. compressor 18.7 cfm, min. Air reservoir 2,000 cubic inch, minimum. Buzzer type low pressure continuous warning device. Air pressure gauge visible to driver. Check valve or equivalent safety device between reservoir tank(s). Spring loaded diaphragm type rear wheel parking brake. Air dryer with spin on filter, mounted outside of frame rail. Automatic Drain Valves. Automatic slack adjusters. Brake and electrical connections to end of frame, are to be semi-four wheel trailer connections with seven wire electrical cable, mounted on rear cross member at end of frame.
Bumper, Front; 11" x 3" x 1/4" channel, 90" straight center section and
3" beveled ends. Channel ends to be enclosed with 1/4" thick steel plate. Straight channel acceptable. Sharp corners shall be ground smooth. Bumper shall be bolted to main frame rails.

☑ Cab assist handles-left and right. Plus full length left side external grab handles.
☑ Cab Interior: The cab inside length shall be at least 52.4 inches. A cab extension shall be provided as needed.
Cab mounted, Air Suspension Type.
Cab-to-end of frame-proper length to accommodate an 14 foot dump box mounted
18" back of cab. The 18" space is required for fuel tank mounting.
Cigar Lighter
Color-Orange acrylic enamel to match Dupont Centari 76931-AM.
Bumper and frame to be painted black.
Crankshaft-Crankshaft shall be drilled and tapped for a spicer driveline, opening for drive line to be under radiator.
☑ Dash, Ergonomic type, angled towards driver
☑ Defrost Duct: Shall be installed for passenger side window.

DEF Tank 7 Gallon (May Be Required. Subject to MDOT Custom Requirements).
Directional Signals-Rear to be special combination, turn signal, stop and taillights; standard canceling type. To be furnished by truck Contractor.
Dome Light in Cab.
Engine Air Breather-Provide a manual control (inside cab) for outside air intake.
Engine Block Heater, 120v/1500 watt with "Y" cord for fuel heater, cord to operate both
Electrical Connections; Body Builders Package easily accessible to cab.
Body builder wiring to be standard back of cab at left frame including sealed connectors for tail/amber turn/marker/backup/accessory power/ ground and stop/turn
Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.
Exhaust System: a) Shall meet "scraper mounting clearance".
Shall be vertical stack fitted with heat shield and mounted outside of frame rails to accommodate fuel tank mounting per Mich. Spec. 3958-0171.
Any exhaust modification necessary to meet ground clearance or any other specification requirement shall be done with manufacturer's standard parts available through regular dealer parts inventories.
Any necessary exhaust modifications shall be subject to approval by authorized state personnel.
In addition to all requirements, the exhaust shall exit the right side of the engine, the muffler shall be horizontally mounted under the cab on the right side, the tail pipe shall be vertically mounted on the right side directly beside the cab. The vertical pipe shall be supported by a frame mounted bracket. The tail pipe shall not be attached to the cab.
Fan clutch-Viscous type, thermostatic control or clutch type.
Frame-Straight rail, full length channel, frame cross section 10.866" x 3.622" x 0433" at point of maximum stress Single Rail 22.125m, 2,654,400 RBM, 120,000 PSI. All bolts heads shall be flush with frame surface from a point 64" forward of the rear axle centerline to a point 96" forward of the rear axle centerline.

- ☑ Frame-Straight through type with mfg. standard integral extension, shall extend 20" in front of grill.
- ☑ Frame Length: The frame shall extend 213 in. min. from the back of the cab. This shall provide full support of 14 Ft. Dump Body mounted 18 in. behind cab.

Fuel tank-Transport tank only.
Fuel/Water Separator with Heater. Davco Fuel Pro #382 #382040
Gauges-Voltmeter or Ammeter, oil pressure, coolant temperature, tachometer, and transmission oil temperature.
Headlights-halogen type, with dimmer included in turn signal switch.
Heater-Engine block, 110/120 VAC
Hood-Tilt type with stationary grill, with accessory hatches to check and fill fluids without tilting hood.
Hourmeter, mounted in dash or under hood. To operate only when engine is running.
Locking Differentials with power divider.
Locks-Cab Door. Keyed the same as ignition – furnish (3) keys

- ☑ Line Setting Ticket: Furnish Two (2) copies with each cab and chassis delivered.

Mirrors-Rear View, Outside. L.H. & R.H. West Coast type, 6" x 16" style, Electric Heated, Power Adjustable, Dual Axis, with stainless steel, composite or powder coated steel heads, brackets, and hardware.
Mud Flaps-Plain, Anti Sail Type, including Anti-Sail Hardware. (No advertising either side.) mounted behind front wheels.
Oil Sampling Valve.

- ☑ Oil Cooler: Water to oil type
- ☑ Power Terminal Stud: A 12 volt power terminal shall be installed on the firewall under the hood. This shall be unfused and connection to 12 volt power at the starter solenoid with 6 gauge cable. The stud shall be 5/16 in. Diameter minimum and threaded for a standard nut. The stud shall be insulated from the firewall and have a removable insulated cover. This shall be mounted in an easily accessible position. This will be used to power lights and other electrical items installed by M-DOT.

Radiator-Petcock type drain fitting.
Running boards shall be furnished in addition to any concealed steps.
Scraper mounting Clearance-In the area between the rear edge of the front fender and 40" rear of the cab, there shall be a minimum of 24" of ground clearance. Minimum ground clearance shall not be exceeded with a payload of 20,000 lbs. Drive-line center bearing carrier, running boards, battery box, air tanks and exhaust system shall meet the 24" minimum ground clearance requirement.
Seats-High Back Bucket, both Driver and Passenger - Air Suspension, with adjustable Lumbar Back Support and folding arm rests.
Starting Motor: Leece Neville, MS2
Steering-Power, with tilt column.

- ❒ Switches, Twelve additional factory installed dash mounted switches for electrical equipment installed by MDOT.

Synthetic Lube in Rear Differentials.
Throttle, Electronic, High Idle Engine RPM Control.

- ☑ Trailer light cord socket: shall be sealed in the rear with a seven (7) wire cord. Single wires in a split loom will not be acceptable.
- ☑ Vehicle Warranty: The cab and chassis furnished with this bid will be placed in service approximately 270 days after delivery. M-DOT will advise the Contractor in writing of the actual in-service dates and as part of the purchase agreement, the Contractor is to assure that the manufacturer's records reflect these in service dates.

Wheels-Rim width 12.25" DC Front, 8.25" Rear, Hub Piloted Disc, Heavy Duty Disc Type with Hand Holds

- ☑ Wheel Hubs: Front wheel hubs to be oil lubricated, clear caps with fill plugs, filled with 75W90 Synthetic Oil.

Windows-Power, both switches to be easily accessible to driver.

- ☑ Wiring, Two way radio pre-wiring
- ☑ Wiring: Dash switched for hood mounted snow plow headlights. Wiring with connectors to be coiled under hood. Snow plow headlights to be supplied and installed by M-DOT.

Warranty: To begin with date vehicle is placed in service. This will be approximately 270 days after delivery to MDOT. MDOT will advise the contractor, in writing, of the actual in-service dates and the contractor must insure that the manufacturer's records accurately reflect the service dates.

The successful bidder shall provide a minimum of eight hours training at a central M-DOT location, to M-DOT mechanics on the servicing and repair of new technology componentry, particularly electronic related.

It shall be the Contractor's responsibility to hold a vehicle pilot inspection at his manufacturing facility and furnish adequate transportation and lodging (if required) for four (4) personnel from the State of Michigan, before production. This inspection shall be held within 120 days of award.

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
PURCHASING OPERATIONS

3958-0173D HEAVY DUTY TRUCKS: CAB AND CHASSIS (G.V.W.R. 52,000 lbs., min.), TANDEM-Diesel Engine, (Not Intended to be equipped with an Underbody Snow Plow)

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 6-speed,
Allison –4500RDS with dash mounted
Control push button
Axle: Ratio for minimum loaded
road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

Alternator-130 amp., minimum, Reference 34SI or approved equal.
Arm Rests-R.H. and L.H.
Battery(s)-12 Volt; 1500 CCA minimum
Brakes-Full air. Current FMVSS. Spring set rear wheel parking brake. Air reserve tank. Low air pressure buzzer, 12 cfm compressor. Air dryer with spin on filter, Automatic Drain Valves. Dust plates. Automatic slacks
adjusters. Brake and electrical connections to end of frame, are to be semi four wheel trailer connections with 7 wire electrical cable, mounted on rear cross member at end of frame. Provide male and female connectors, loose in cab.
Cab assist handles-right and left.
Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.
Fan Clutch-Thermostatic viscous type or clutch type.
Frame-Resisting bending moment 2,654,000 in-lb., min.
Fuel/Water Separator with Heater.
Fuel tanks-50 gal. each step tanks, R.H. and L.H.
Heater-Engine block, 110/120 VAC

Hood, Tilt.
Horns air.
Mirrors-Rear View, Outside. L.H. & R.H. West Coast Type, 6" x 16". Installed with stainless steel or powder coated steel heads, brackets, and hardware.
Seats-Air suspension, driver and conventional passenger.
Starting Aid-Cold weather, ether type or glow plug.
Steering-Power.
Switches (6), outfitter, with remote power module (MDOT)
Tachometer.
Throttle, Electronic, High Idle Engine RPM Control.
Tow Hooks- Front, Mfg. Stnd. Turn Signals-Double face.
Wheels-rim width 22.5"X8.25", Hub Piloted Disc, Heavy Duty Disc Type with Hand Holds

3958-0178D HEAVY DUTY TRUCKS: TRACTOR: (G.C.W.R. 70,000 lbs., min.), TANDEM AXLE, DIESEL

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Axle: (Air power divider control, air shift, dash board indicating light)
Ratio for minimum loaded road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

The items listed in the general specifications for Truck Equipment are to be supplied on all vehicles, even though they may be optional with the manufacturer (refer to page B).

ADDITIONAL OPTIONS:
These options are in addition to the options listed above as "STANDARD FACTORY EQUIPPED" and are to be included on this vehicle.

- ❒ Air Conditioning

Alternator-130 amp., minimum, Reference 34SI or approved equal.
Battery(s)-12 Volt; 1,875 CCA minimum.
Brakes-Full air. Current FMVSS. Semi-Trailer connections with breakaway Valve. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic Slack Adjusters. Cab assist handles-right and left.
Catwalk-Provide grip strut metal catwalk behind cab, full width of frame and approx. 36 inches wide.
Exhaust-Vertical with 90° elbow at top, 12'-10" maximum height.
Fenders-front quarter, rubber or plastic.
Fifth wheel-Air slide with tapered frame and kick plate. 36" track.
Fuel Tanks-R.H. & L.H. step tanks, 150 gallon, min. total capacity.
Fuel/Water Separator with Heater.
Gauges-Voltmeter and oil pressure.
Glass-Tinted all around.
Heater-Engine block, 110/120 VAC
Hood, Tilt.
Horns-Dual, air.
Jumper Light Cord and Hose Mounted on back of cab. Light cord to be equipped with 7-way plug.

Mirrors-Rear View, Outside. L.H. & R.H. West Coast Type, 6" x 16", Installed with stainless steel or powder coated steel heads, brackets, and hardware.
Mud Flaps-Plain, Anti Sail Type, including Anti-Sail Hardware. (No advertising either side.) Oil seals (wet) - front and rear axle
Radiator fan-Viscous drive or clutch type.
Seats-air suspension, cloth, high back.
Silicon hoses-heater and radiator.
Starting Aid-Cold weather, Ether type.
Steering-Power.
Switches (6), outfitter, with remote power module (MDOT) Tachometer.
Tow Hooks-front, frame mounted.
Wheels-Hub Piloted disc .

Schedule C

AFFIDAVIT FOR DRIVER DELIVERY
Cab & Chassis

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

1. The drivers of the vehicles are correctly licensed and trained in proper vehicle operation.

2. The contractor accepts all responsibility and liability for vehicles in transit.

3. The requesting contractor should sign the affidavit below and submit this with the bid.

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

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

Edward Merrill
Signed

4-11-16
Date

Sales ESOP
Title

D & K Truck Company
Contractor