



**STATE OF MICHIGAN PROCUREMENT**  
 Department of Technology, Management, and Budget  
 320 South Walnut, Lansing, Michigan 48933  
 P.O. Box 30026 Lansing, Michigan 48909

**NOTICE OF CONTRACT**

NOTICE OF CONTRACT NO. **240000000164**

between

THE STATE OF MICHIGAN

and

<b>CONTRACTOR</b>	Knapheide Truck Equipment
	1200 S. Averill Ave.
	Flint, MI, 48507
	Nate Tomalia
	(810) 908-9105
	ntomalia@knapheide.com
	CV0043058

<b>STATE</b>	Program Manager	Scott Poyer	MDOT
		(517) 284-6448	
	Poyers@michigan.gov		
	Contract Administrator	Yvon Dufour	DTMB
(517) 249-0455			
dufoury@michigan.gov			

<b>CONTRACT SUMMARY</b>			
<b>DESCRIPTION:</b> Purchase for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 16, 2024	January 16, 2029	5, one year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
<b>THIS IS NOT AN ORDER:</b> This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #230000002854. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 7.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			<b>\$700,000.00</b>

**FOR THE CONTRACTOR:**

Knapheide Truck Equipment  
**Company Name**

\_\_\_\_\_  
**Authorized Agent Signature**

\_\_\_\_\_  
**Authorized Agent** (Print or Type)

\_\_\_\_\_  
**Date**

**FOR THE STATE:**

\_\_\_\_\_  
**Signature**

**Yvon Dufour – Category Specialist**  
**Name & Title**

**DTMB Procurement**  
**Agency**

\_\_\_\_\_  
**Date**

# STANDARD CONTRACT TERMS

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This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Knapheide Truck Equipment Company (“**Contractor**”), a Michigan Corporation. This Contract is effective on January 16, 2024 (“**Effective Date**”), and unless terminated, expires on January 16, 2029.

This Contract may be renewed for up to five (5) additional one (1) year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (the “**Contract Activities**”) described in a Statement of Work, the initial Statement of Work is attached as Schedule A – Statement of Work. 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 unless otherwise specified in a Statement of Work.

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) 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; (i) comply with all State physical and IT security policies and standards which will be made available upon request; and (j) 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:
See Contract Administrator information shown below.	Nate Tomalia 1200 S. Averill Ave. Flint, Mi, 48507 <a href="mailto:ntomalia@knapheide.com">ntomalia@knapheide.com</a> 810-908-9105

**3. Contract Administrator.** The Contract Administrator, or the individual duly authorized 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 300-320 South Walnut Street, Elliot Larsen Building, 2 <sup>nd</sup> Floor. Lansing, MI 48933 <a href="mailto:dufoury@michigan.gov">dufoury@michigan.gov</a> (517) 249-0455	Nate Tomalia 1200 S. Averill Ave. Flint, Mi, 48507 <a href="mailto:ntomalia@knapheide.com">ntomalia@knapheide.com</a> 810-908-9105

**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 <a href="mailto:Poyers@michigan.gov">Poyers@michigan.gov</a> (517) 284-6448	Nate Tomalia 1200 S. Averill Ave. Flint, Mi, 48507 <a href="mailto:ntomalia@knapheide.com">ntomalia@knapheide.com</a> 810-908-9105

**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 a Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

**6. Insurance Requirements.**  
 See Schedule C

**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 online by check or credit card at: <https://www.thepayplace.com/mi/dtmb/adminfee>

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 MiDeal@michigan.gov.

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](http://www.michigan.gov/mideal).

Upon written agreement between the State and Contractor, this contract may also be extended to: (a) 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. Relationship of the Parties.** The relationship between the parties is that of independent contractors. 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. Neither party has authority to contract for nor bind the other party in any manner whatsoever.

- 10. Intellectual Property Rights.** If a Statement of Work requires Contractor to create any intellectual property, Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.

- 11. 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.

- 12. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel providing services by providing a notice to Contractor.
- 13. Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in a Statement of Work, 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.
- 14. 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.
- 15. Change of Control.** Contractor will notify the State, within 30 days of any public announcement or otherwise once legally permitted to do so, 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.
- 16. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in a Statement of Work.

- 17. 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 a Statement of Work. 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 24, 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.

- 18. 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 a Statement of Work. All containers and packaging become the State's exclusive property upon acceptance.
- 19. 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.
- 20. Warranty Period.** The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in a Statement of Work. 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.
- 21. Invoices and 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 provided as specified in a Statement of Work. 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 fees are exclusive 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/SIGMAVSS> 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.

Excluding federal government charges and terms, Contractor warrants and agrees that each of the fees, economic or product terms or warranties granted pursuant to this Contract are comparable to or better than the equivalent fees, economic or product term or warranty being offered to any commercial or government customer (including any public educational institution within the State of Michigan) of Contractor. If Contractor enters into any arrangements with another customer of Contractor to provide the products or services, available under this Contract, under more favorable prices, as the prices may be indicated on Contractor's current U.S. and International price list or comparable document, then this Contract will be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Contractor will immediately notify the State of such fee and formally memorialize the new pricing in a change notice.

- 22. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in a Statement of Work. The parties understand and agree that any liquidated damages (which includes but is not limited to applicable credits) set forth in this Contract are reasonable estimates of the State's damages in accordance with applicable law. The parties acknowledge and agree that Contractor could incur liquidated damages for more than 1 event. The assessment of liquidated damages will not constitute a waiver or release of any other remedy the State may have under this Contract for Contractor's breach of this Contract, including without limitation, the State's right to terminate this Contract for cause under Section 24 and the State will be entitled in its discretion to recover actual damages caused by Contractor's failure

to perform its obligations under this Contract. However, the State will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages. Amounts due the State as liquidated damages may be set off against any fees payable to Contractor under this Contract, or the State may bill Contractor as a separate item and Contractor will promptly make payments on such bills.

**23. 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 delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

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

(b) If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (i) cease performance immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due to Contractor for Contract Activities accepted by the State under this Contract or (ii) 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 25, 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. Contractor must promptly reimburse to the State any fees prepaid by the State prorated to the date of such termination, including any prepaid fees. 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.

**25. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no 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. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, 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 to the extent the funds are available.

- 26. 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) 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 (d) 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.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take 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 the Contractor by any entity, agent, vendor, or employee of the State.
- 28. 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, at its own cost and expense, if the State deems necessary. Contractor will not, without the State's prior 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.

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.

The State is constitutionally prohibited from indemnifying Contractor or any third parties.

- 29. 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.
- 30. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 31. 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 (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

Contract; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

- 32. 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 or commercial purposes.
- 33. Reserved.**
- 34. 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.
- 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; or, (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 or is: (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. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

**35. Reserved.**

**36. Reserved.**

**37. Reserved.**

**38. Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, 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 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 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.

- 39. Representations and Warranties.** 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; (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; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 40. 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.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

**42. Reserved.**

**43. Reserved.**

**44. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). 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 (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

**45. Unfair Labor Practice.** Under MCL 423.324, the State may void this Contract if the name of the Contractor, or the name of a subcontractor, manufacturer, or supplier of the Contractor, subsequently appears on the Unfair Labor Practice register compiled under MCL 423.322.

**46. 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 the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

**47. Non-Exclusivity.** Nothing contained in this Contract is intended nor is to be construed as creating any requirements contract with Contractor, nor does it provide Contractor with a right of first refusal for any future work. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.

**48. 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.

**49. 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.

- 50. 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 the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.
- 51. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
<b>Schedule A</b>	Statement of Work
<b>Attachment 1 to Schedule A</b>	Dealer List
<b>Schedule B1 to B3</b>	Pricing
<b>Schedule C</b>	Insurance Requirements
<b>Schedule D</b>	Specifications
<b>Schedule E</b>	Prosperity Regional Map
<b>Schedule F</b>	Trailer Wiring Diagram

- 52. Entire Agreement and Order of Precedence.** This Contract, which includes Statement of Work, and schedules and exhibits, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Statement of Work; (b) second, Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR’S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES, OR DOCUMENTATION HEREUNDER, EVEN IF ATTACHED TO THE STATE’S DELIVERY OR PURCHASE ORDER, WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF

ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

- 53. 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.
- 54. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 55. Survival.** Any right, obligation or condition that, by its express terms or nature and context is intended to survive, will survive the termination or expiration of this Contract; such rights, obligations, or conditions include, but are not limited to, those related to transition responsibilities; indemnification; disclaimer of damages and limitations of liability; State Data; non-disclosure of Confidential Information; representations and warranties; insurance and bankruptcy.
- 56. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

Knapheide Truck Equipment Inc.

# SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 24000000164

Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

## SCOPE

This solicitation includes the following equipment categories for purchase:

1. Agricultural Maintenance
2. Grounds Maintenance
3. Turf Maintenance
4. Earth Moving
5. Roadside Maintenance
6. Equipment Rental
7. Truck upfitting & Seasonal Maintenance Equipment

## REQUIREMENTS

### 1.1 Product Specifications

The Contractor must provide one or more of the following:

Brands or trade names are for identification purposes only and do not limit the Contractor to such brands or trade names.

All equipment must be new. The purchase of used equipment is subject to State of Michigan Central Procurement guidelines and approval.

Specifications are as follows:

1	<b>C03-2001CD-23 Dump Body</b>
2	<b>C03-2001LG-23 Lift Gate</b>
3	<b>C03-2001SP-23 Snow Plow</b>
4	<b>C03-2011CD-23 Dump Body TB FT</b>
5	<b>C03-20CU11-23 Utility Body</b>
6	<b>C03-3001CAP-23 Cap for Pickup</b>
7	<b>C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector</b>
8	<b>C05-1601-23 Backhoe</b>
9	<b>C36-0401-4T-23 Asphalt Heater-Hauler</b>
10	<b>C36-Asphalt Recycler-23</b>
11	<b>C38-0101 CTL-23 Skid Steer Track Loader</b>
12	<b>C38-0101-23 Skid Steer Loader</b>
13	<b>C38-0101AWS-23 Skid Steer Loader</b>
14	<b>C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity</b>
15	<b>C54-0001-23 Concrete Saw</b>
16	<b>C62-0101RB-23 Broom</b>
17	<b>C67-008T-23 Trailer</b>
18	<b>C67-20T LP-23 Trailer</b>
19	<b>C70-0001-23 Welder-Generator</b>

20	C60-2001-16 Sand-Salt Spreader
21	C62-0051-23 Street Sweeper
22	C05-0901-23 Tractor Road Side
23	C05-0902-23 Tractor Road Side
24	C05-1001-23 Tractor Lawn Mower 2 Wheel steer
25	C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck
26	C05-1003-23 Zero Turn 60-72 in deck
27	C06-1001-23 Utility Vehicle 6x4
28	C06-1002-23 Utility Vehicle 4 Wheel Drive
29	C-42-0026-23 Mower, 15 ft Road Side Mechanical Drive Rotary
30	C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity
31	38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity
32	05-00051.23 Crawler Dozer (30hp & up)
33	30-00LT23 Light Tower, Trailer Mounted Diesel Engine
34	38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity
35	C56-051.23 Sewer and Catch Basin Cleaner Unit
36	C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary
37	C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower
38	C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body
38	C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body
39	

## **A. EQUIPMENT FOR PURCHASE**

### **2.1 Warranties**

Describe any warranties included in this contract. Explain the process for reporting warranty issues and how the Contractor will handle any repairs or replacements.

The State reserves the right to require additional warranties other than those identified by the Contractor in its response to this RFP.

Warranties vary per manufacturer:

Parts and labor 1 year warranty

#### **Process for reporting warranty issues:**

Call or send email. Provide VIN#/Model# and serial#

#### **Repairs or replacements:**

Contact Contractor's parts and service department

### **2.2 Recall Requirements and Procedures**

Describe any recall requirements and procedures.

Contractor tracks and notifies equipment owners regarding any manufacturer recalls.

## 2.3 Time Frames

Contractors shall provide information regarding standard and “quick-ship” delivery programs available for each type of equipment. Please provide the delivery time associated with each program and identify shipping program limitations.

All Contract Activities must be delivered within **120** calendar days from time chassis and equipment arrive. Contractor must make notice of chassis and parts arrival via email within 48 hours of arrival. Supply chain issues may impact delivery timeframes.

## 2.4 Delivery

Delivery will be expected within **120** calendar days for special orders and out of stock items, and **30** calendar days for in-stock items, upon date of order. Delivery will be made to the requested location and shall be F.O.B. Delivered or charged on a mileage rate or a one-time charge by Region (see **Schedule E – Prosperity Regions**) per **Schedule B - Pricing**.

The State prefers Delivery terms that would provide unencumbered service with the most competitive rates. The Contractor must select between **A.** or **B.** below for their primary shipping method.

### 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 and Extended Purchasing Participants. These terms apply to **ALL** locations in the State of 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 State of Michigan and Extended Purchasing Participants. Contractors must also quote a delivery cost per **Schedule B – Pricing**, to facilitate calculation of delivery cost to various locations within Michigan. The delivery cost per **Schedule B – Pricing**, will be added to the equipment price quoted to determine the “Total 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. The State reserves the right to make their own shipping arrangements.

**Freight Charges** - Should an Agency order items that are below the minimum order requirement of the Contract or should a Contractor quote F.O.B. Shipping Point on one-time purchases, the Contractor should choose the most economically advantageous carrier and must be approved by the using agency.

United Parcel Service (UPS) must be used in instances where the weight of the shipment is less than 150 lbs., or where shipments could be separated into smaller parcels such as three (3) 50 lb. packages.

If the Contractor fails to follow these shipping instructions, the State shall pay the shipping costs on the Contractor's invoice, minus the difference for the amount that was charged and the amount that would have been charged if the requested carrier had been used. The State reserves the right to arrange their own freight.

Contractor's must provide freight deliveries during the following times: 8 am to 3 pm Eastern, Monday through Friday.

## 2.5 Training

The Contractor must provide the following training:

A comprehensive orientation training shall be provided at delivery or at an alternate time requested by the State. The training shall include equipment operation, maintenance, and inspection practices.

Upon request, the Contractor shall provide up to 8 hours of mechanics and operators training to up to eight (8) employees. The training is to be held at each ship to address. The Contractor shall provide unit pricing for training in **Schedule B, Pricing**.

## **B. GENERAL REQUIREMENTS**

### 3.1 Incentives

+10 Items, 1% discount.

### 3.2 Transition

**Post-Contract Transition:** Invoices must be sent within 45 days after expiration of contract. Any invoices received after 45 days will result in a non-payment of invoice.

### 4.1 Technical Support and Repairs

When providing technical support, the Call Center must resolve the caller's issue within 30 minutes. If the caller's issue cannot be resolved within 2 hours, on-site service must be scheduled. The on-site service must be performed within 36 hours of the time the issue was scheduled for service.

### 4.2 Reporting

The Contractor must submit to the Contract Administrator or their designee, the following written reports:

- a) *Maintenance/service report*
- b) *Regional rental report*
- c) *Regional purchase report*

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

### 4.3 Meetings

The Contractor must attend the following meetings:

- a) Kick-off meeting within 30 calendar days of the Effective Date.
- b) The State may request other meetings as it deems appropriate.

## 5 Staffing

### 5.1 Contractor Representative

The Contractor must appoint Product Representative specifically assigned to State of Michigan accounts who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. (the "Contractor Representative").

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

### 5.2 Key Personnel

The Contractor must appoint one individual who will be directly responsible for the day-to-day operations of the Contract (“Key Personnel”). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

Contractor’s Key Personnel must be available during the following times: 8 am to 5 pm Eastern, Monday through Friday, at a minimum.

The Contractor may not remove or assign Key Personnel without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor’s control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés.

**Key Personnel:**  
**Nate Tomalia, Outside Sales**  
**1200 S. Averill Flint Mi, 48503**  
[ntomalia@knapheide.com](mailto:ntomalia@knapheide.com)  
**810-908-9105**

The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

### 5.3 Organizational Chart

Knapheide Flint Numbers			
Toll Free	800-589-9100		
Main Line	810-744-0295		
Fax	855-629-4643		
Department Extensions		NAME	
Accounting	6615	Kris Spleet	
Service	6613	James	
Parts & Service	6621	James - Mike	
Inside Sales Team	6637	Kellie, Sherrie & Theresa	
Outside Sales		EMAIL	
Nate Tomalia (Municipal Sales)	810-908-9105	ntomalia@knapheide.com	
Jim Ott (Dealer Sales)	616-638-5340	jott@knapheide.com	
Stephen Walker (Dealer Sales)	810-955-8424	swalker@knapheide.com	
NAME	EXT	EMAIL	Department
Sherrie Eastman	6602	seastman@knapheide.com	Dealer Inside Sales
George Gallagher	6605	ggallagh73@knapheide.com	Production Scheduler
Kellie Dennison	6607	kdennison@knapheide.com	Municipal Inside Sales
Dan Otto	6608	dotto@knapheide.com	Purchasing Coordinator
Rachel Wittbrodt	6609	rwittbro42@knapheide.com	Administrative Assistant, Administration
James Reynolds	6613	jreynolds@knapheide.com	Parts & Service
Theresa Green	6614	tgreen63@knapheide.com	Dealer Inside Sales
Mike Briggs	6619	mbriggs53@knapheide.com	Parts & Service
Scott Behm	6622	sbehm@knapheide.com	Logistics Coordinator, Delivery
Steve Star	6623	sstar@knapheide.com	Quality Tech II, Production Management
Kris Spleet	6615	kspleet@knapheide.com	Office Manager, Accounting

Aaron Ward	6625	award@knapheide.com	Material Manager
Andy Knake	6634	aknake@knapheide.com	General Manager/Sales Manager
Jason Ward	6635	jward95@knapheide.com	Production Manager

#### 5.4 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative who must be available for calls during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

**Toll Free: 1-800-589-9100**  
**calls and service during the hours of 8 am to 5 pm Eastern Monday through Friday**

#### 5.5 Technical Support, Repairs and Maintenance

The Contractor must specify its toll-free number for the State to contact the Contractor for technical support, repairs and maintenance. The Contractor must be available for calls and service during the hours of 8 am to 5 pm Eastern Monday through Friday, at a minimum. Identify availability for this proposal by hours and days of the week.

**Toll Free: 1-800-589-9100**  
**calls and service during the hours of 8 am to 5 pm Eastern Monday through Friday**

#### 5.6 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must 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. Of the total bid, the price of the subcontractor’s work. 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.
- **Geographically Disadvantaged Business Enterprise Sub-Contractors:** If contractors plan to utilize subcontractors to perform more than 20% of the deliverables under this contract, at least 20% of that subcontracted work must be awarded to Michigan-based Geographically Disadvantaged Business Enterprises (GDBE). Contractor will submit a plan detailing all subcontractors to be used, including the percentage of the work to be done by each. Contractor must inform the State to the name and address of the GDBE, the percentage of the work they will complete, the total amount estimated to be paid to the GDBE, and provide evidence for their qualifications as a GDBE. If contractor cannot find GDBE subcontractors to meet this requirement they must provide reasoning and justification to receive an exemption from this requirement from the State. (Existing business relationships will not be an approved reason for this.)

**GDBE definition:** "Geographically-Disadvantaged Business Enterprise" means a person or entity that satisfies one or more of the following: (i) Is certified as a HUBZone Small Business

Concern by the United States Small Business Administration. (ii) Has a principal place of business located within a Qualified Opportunity Zone within Michigan. (iii) More than half of its employees have a principal residence located within a Qualified Opportunity Zone within Michigan, or both.

**Additional information on GDBEs can be found here:**

[Michigan Qualified Opportunity Zone \(QOZ\) Map](#)

[Michigan Supplier Community \(MiSC\) Page](#)

**Contractor must provide detailed information as requested in the above requirement(s).**

<b>The legal business name, address, telephone number of the subcontractor(s).</b>	
<b>A description of subcontractor’s organization and the services it will provide and information concerning subcontractor’s ability to provide the Contract Activities.</b>	
<b>The relationship of the subcontractor to the Contractor.</b>	
<b>Is the subcontractor a GDBE?</b>	Choose an item.
<b>Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.</b>	
<b>A complete description of the Contract Activities that will be performed or provided by the subcontractor.</b>	
<b>Of the total bid, the price of the subcontractor’s work.</b>	

**Contractor must provide information based on the work performed by all subcontractors**

<b>Total percentage of work that will be performed by subcontractors:</b>	
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<b>Contractor must provide information based on the work performed by all subcontractors</b>	
<b>Total percentage of subcontracted work that will be performed by GDBE subcontractors:</b>	

**5.7 Security**

The Contractor will be subject the following security procedures:

- Contractor is willing to comply with any State requirements.
- The Contractor’s staff may be required to make deliveries to or enter State facilities. The State may require the Contractor’s personnel to wear State issued identification badges.

**6 Pricing**

**6.1 Price Term**

Pricing is firm for a 365-day period (“Pricing Period”). The first pricing period begins on the Effective Date. Adjustments may be requested in writing by either party and will take effect no earlier than the next Pricing Period.

**6.2 Price Changes**

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

**7 Ordering**

**7.1 Authorizing Document**

The appropriate authorizing document for the Contract will be a purchase order or delivery order.

**7.2 Order Verification**

The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.

**8 Acceptance**

**8.1 Acceptance, Inspection and Testing**

The State will use the following criteria to determine acceptance of the Contract Activities:

- a) Equipment shall be delivered in new condition. Damaged equipment will not be accepted. The Contractor will repair or replace the damaged equipment at the Contractor’s expense.
- b) The Contractor shall provide documentation upon delivery that provides itemized deliverables.
- c) Acceptance is not complete for partial deliveries until final deliverables are received.

## 8.2 Final Acceptance

- a) The Contractor shall deliver the equipment. The State, or their designee, shall inspect the equipment and approve acceptance of goods upon delivery.
- b) All set-up and/or training and orientation shall be completed.

## 9 Invoice and Payment

### 9.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) itemized description of the Contract Activities; (e) unit price; (f) shipping cost (if any); (g) vendor-generated invoice number; and (h) total price.

### 9.2 Payment Methods

The State will make payment for Contract Activities by EFT.

## 10 Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State, and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000. and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

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.

## 11 Additional Requirements

### 11.1 Environmental and Energy Efficiency Product Standards

The Contractor must identify any energy efficient, bio-based, or otherwise environmentally friendly products used in the products. Contractor must include any relevant third-party certification, including the verification of a United States Department of Agriculture certified bio-based product label. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

### 11.2 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 Material 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 must identify any hazardous chemicals that will be provided under any resulting contract.

**11.3 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.

**11.4 Brominated Flame Retardants**

The State prefers to purchase products that do not contain brominated flame retardants (BFRs) whenever possible. The Contractor must disclose whether the products contain BFRs. Contractor must describe how products that meet these requirements are identified or otherwise labelled.

**11.5 Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)**

The Contractor must confirm that the provided products do not intentionally contain PFAS. This consists of all components of the provided products, including product packaging.

**12 Service-Level Agreements (SLAs)**

- A. The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract.
- B. The State reserves the right to reconsider or amend SLA amounts for split awards should they occur.

**Service Level Agreements for this Contract will be as follows:**

SLA Metric 1. Timely Deliveries	
<b>Definition and Purpose</b>	<p>The Contractor must ensure that items and quantities delivered are exactly the items, brands, and quantities on the Order Confirmation. No substitutions will be allowed without prior written permission by Program Manager and a Change Notice executed by the Contract Administrator.</p> <p>The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.</p>

SLA Metric 1. Timely Deliveries	
<b>Acceptable Standard</b>	<ol style="list-style-type: none"> <li>1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.4 Delivery.</li> <li>2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time.</li> <li>3. Items, brands, and quantities delivered will match the Order Confirmation exactly.</li> <li>4. Signed and dated packing slips will be provided to purchasing agency at the time of delivery.</li> <li>5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager.</li> <li>6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate.</li> </ol> <p>The acceptable standard is 100% compliance.</p>
<b>Credit Due for Failing to Meet the Service Level Agreements</b>	<ol style="list-style-type: none"> <li>1. \$100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year.</li> <li>2. \$500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year.</li> </ol> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

Schedule B – Pricing

Please follow this link for  
Schedule B – Pricing:

[240000000164---Schedule-B-Pricing.pdf \(michigan.gov\)](https://www.michigan.gov/240000000164---Schedule-B-Pricing.pdf)

Knapheide Equipment Co.

## **SCHEDULE C - INSURANCE REQUIREMENTS**

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### **Request For Proposal No. 23000002854**

Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

1. **General Requirements.** Contractor, at its sole expense, must maintain the insurance coverage as specified herein for the duration of the Term. Minimum limits may be satisfied by any combination of primary liability, umbrella or excess liability, and self-insurance coverage. To the extent damages are covered by any required insurance, Contractor waives all rights against the State for such damages. Failure to maintain required insurance does not limit this waiver.
2. **Qualification of Insurers.** Except for self-insured coverage, all policies must be written by an insurer with an A.M. Best rating of A- VII or higher unless otherwise approved by DTMB Enterprise Risk Management.
3. **Primary and Non-Contributory Coverage.** All policies for which the State of Michigan is required to be named as an additional insured must be on a primary and non-contributory basis.
4. **Claims-Made Coverage.** If any required policies provide claims-made coverage, Contractor must:
  - a. Maintain coverage and provide evidence of coverage for at least 3 years after the later of the expiration or termination of the Contract or the completion of all its duties under the Contract;
  - b. Purchase extended reporting coverage for a minimum of 3 years after completion of work if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Effective Date of this Contract.
5. **Proof of Insurance.**
  - a. Insurance certificates showing evidence of coverage as required herein must be submitted to [DTMB-RiskManagement@michigan.gov](mailto:DTMB-RiskManagement@michigan.gov) within 10 days of the contract execution date.
  - b. Renewal insurance certificates must be provided on annual basis or as otherwise commensurate with the effective dates of coverage for any insurance required herein.
  - c. Insurance certificates must be in the form of a standard ACORD Insurance Certificate unless otherwise approved by DTMB Enterprise Risk Management.
  - d. All insurance certificates must clearly identify the Contract Number (e.g., notated under the Description of Operations on an ACORD form).

- e. The State may require additional proofs of insurance or solvency, including but not limited to policy declarations, policy endorsements, policy schedules, self-insured certification/authorization, and balance sheets.
  - f. In the event any required coverage is cancelled or not renewed, Contractor must provide written notice to DTMB Enterprise Risk Management no later than 5 business days following such cancellation or nonrenewal.
- 6. Subcontractors.** Contractor is responsible for ensuring its subcontractors carry and maintain insurance coverage.

**7. Limits of Coverage & Specific Endorsements.**

Required Limits	Additional Requirements
<b>Commercial General Liability Insurance</b>	
<p><b>Minimum Limits:</b></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Personal &amp; Advertising Injury</p> <p>\$2,000,000 Products/Completed Operations</p> <p>\$2,000,000 General Aggregate</p>	<p>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 20 10 12 19 and CG 20 37 12 19.</p>
<b>Umbrella or Excess Liability Insurance</b>	
<p><b>Minimum Limits:</b></p> <p>\$5,000,000 General Aggregate</p>	<p>Contractor must have their policy follow form.</p>
<b>Automobile Liability Insurance</b>	
<p><b>Minimum Limits:</b></p> <p>\$1,000,000 Per Accident</p>	<p>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.</p>

Required Limits	Additional Requirements
<b>Workers' Compensation Insurance</b>	
<b>Minimum Limits:</b> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
<b>Employers Liability Insurance</b>	
<b>Minimum Limits:</b> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
<b>Garagekeepers Liability Insurance</b>	
<u>Minimal Limits:</u> \$100,000 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 Garage Keepers Legal Liability coverage.

**8. Non-Waiver.** This Schedule C is not intended to and is not to 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.

**State of Michigan, DTMB - Enterprise  
 Risk Management (ERM)**

\_\_\_\_\_  
 Authorized ERM Signature

\_\_\_\_\_  
 Authorized ERM Agent (Print or Type)

\_\_\_\_\_  
 Date

# STATE OF MICHIGAN

## Knapheide Truck Equipment

Contract No. 24000000164

Agricultural, Grounds, Turf, Earth Moving, and Roadside Maintenance Equipment

### SCHEDULE D SPECIFICATIONS

Equipment - Purchase, Rent, and/or Lease		(Bidder must check the boxes below that apply)	
SPEC SECTION	PAGE	BID	NO BID
1 C03-2001CD-23 Dump Body	2	X	
2 C03-2001LG-23 Lift Gate	4	X	
3 C03-2001SP-23 Snow Plow	5	X	
4 C03-2011CD-23 Dump Body TB FT	6	X	
5 C03-20CU11-23 Utility Body	9	X	
6 C03-3001CAP-23 Cap for Pickup	11	X	
7 C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector	11		X
8 C05-1601-23 Backhoe	14		X
9 C36-0401-4T-23 Asphalt Heater-Hauler	16		X
10 C36-Asphalt Recycler-23	18		X
11 C38-0101 CTL-23 Skid Steer Track Loader	18		X
12 C38-0101-23 Skid Steer Loader	19		X
13 C38-0101AWS-23 Skid Steer Loader	20		X
14 C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity	21		X
15 C54-0001-23 Concrete Saw	23		X
16 C62-0101RB-23 Broom	23		X
17 C67-008T-23 Trailer	25		X
18 C67-20T LP-23 Trailer	26		X
19 C70-0001-23 Welder-Generator	26		X
20 C60-2001-16 Sand-Salt Spreader	27	X	
21 C62-0051-23 Street Sweeper	28		X
22 C05-0901-23 Tractor Road Side	35		X
23 C05-0902-23 Tractor Road Side	37		X
24 C05-1001-23 Tractor Lawn Mower 2 Wheel steer	38		X
25 C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck	39		X
26 C05-1003-23 Zero Turn 60-72 in deck	40		X
27 C06-1001-23 Utility Vehicle 6x4	42		X
28 C06-1002-23 Utility Vehicle 4 Wheel Drive	42		X
29 C-42-0026-23 Mower, 15 ft Road Side Mechanical Drive Rotary	43		X
30 C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity	44		X
31 38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity	46		X
32 05-00051.23 Crawler Dozer (30hp & up)	49		X
33 30-00LT23 Light Tower, Trailer Mounted Diesel Engine	56		X
34 38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity	57		X
35 C56-051.23 Sewer and Catch Basin Cleaner Unit	58		X
36 C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary	66		X
37 C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower	67		X
38 C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body	74		X
39 C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body	80		X

*The specifications below are considered to be samples of the type of equipment needed. Please be as specific as possible as to the specifications of your equipment offering. Make sure to include Make and Model and to list ALL deviations with sample specifications. The State must approve any deviations to this specification. Bidders must bid on at least one spec (multiple specs is preferred).*

<b>1. - Spec. No. C03-2001CD-23</b> <b>9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM MOUNTED ON A DUAL REAR WHEEL CAB &amp; CHASSIS SUPPLIED BY MDOT</b>	<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
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1.1	Winning bidder shall be notified when units are available for dump body with hydraulic hoist installation. 90 day required delivery date shall start on this date	Accept
1.2	Winning bidder shall pick up units at MDOT's TSMO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 for installation of dump body with hydraulic hoist	Accept
1.3	Cab & chassis will be full of fuel before winning vendor picks them up and completed units shall be returned to MDOT in the same manner	Accept
1.4	Delivery of the completed trucks shall be to MDOT's TSMO Fleet Operations Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00pm, Monday through Friday, except public holidays. Bidder shall contact Fleet Operations at least 24 hours prior to pick up or delivery	Accept
1.5	All holes in cab and chassis frame rails shall be drilled or punched. <b>There shall be no flame/plasma cutting or welding on the frame side rails</b>	Accept
1.6	Dump body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	Accept
1.7	When painting continues over a manufacturer's standard paint, metal prepping and primer may be omitted, providing an acceptable bond can be achieved	Accept
1.8	Dump body shall be painted matching cab & chassis paint code	Accept
1.9	Dump body hoist and sub-frame shall be painted black	Accept
1.10	Cab to end frame length on all body installations shall be the same length as the body being mounted, plus the length of any setback, frame extensions are not acceptable	Accept
1.11	All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. All connections shall be soldered and enclosed in heat shrink. Scotch locks are <b>not</b> acceptable	Accept
1.12	Factory paint codes shall be provided and aftermarket brand and paint codes shall be provided	Accept
1.13	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with <b>NO</b> advertising on either side, provided and installed by vendor	Accept
1.14	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type, mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	Accept
1.15	Rear hitch plate will be equipped with a small eye hook to be used for connection of an electric trailer brake away connector	Accept
1.16	Dump body and hoist shall be mounted directly behind the truck cab	Accept
1.17	All horizontal surfaces of dump body shall be dirt shedding	Accept
1.18	Dump body dimensions shall be approximately 9 feet long inside and 87 inches wide outside	Accept
1.19	Understructure shall be western-style cross-memberless	Accept
1.20	Longsills shall be fabricated trapezoidal design, of 10 gauge steel	Accept
1.21	Longsills shall be 7 inch height maximum	Accept
1.22	Longsill interior shall be coated with SG-50A corrosion preventative compound	Accept
1.23	Dump body floor shall be 7 gauge steel minimum	Accept
1.24	Sides and tailgate shall be 12 gauge steel minimum	Accept
1.25	Rear corner pillars shall have FMVSS #108 clearance lights mounted in rubber grommets	Accept
1.26	Rear apron shall have three (3) FMVSS #108 lights mounted in rubber grommets connected with one-piece wiring harness	Accept
1.27	Sides shall fold down with single lever control, be 14 inch height minimum and have greaseable hinges welded to underside of body	Accept
1.28	Fold down sides shall be limited in their travel by a channel iron welded to the underside of body and rubber bumper so they don't rub on rear tires	Accept
1.29	Sides shall be reinforced with braces and provide pockets for side boards	Accept
1.30	Sides shall be of internal tapered design to keep material from collecting and hampering side operation	Accept
1.31	Lock pin holes for sides shall be punched or drilled, flame or plasma cutting of holes is <b>NOT</b> acceptable	Accept
1.32	Tailgate shall be double acting, single lever control, reinforced with braces, 1-¼ inch pins top and bottom, and 20 inch height minimum	Accept
1.33	Top and bottom of tailgate shall be formed box design for added strength	Accept
1.34	Tailgate top hinge plate shall be heavy duty, 1 inch minimum bearing surface for the hinge pins	Accept
1.35	Tailgate hinge pins shall be 1-¼ inch C1045 cold rolled steel, lubricated by grease zerk	Accept
1.36	Latch fingers shall be 1 inch thick	Accept
1.37	Tailgate lower release mechanism shall be lubricated by grease zerk	Accept
1.38	Head sheet shall be reinforced with braces	Accept

1.39	Head sheet and cab protector shall be one piece, integral, 10 gauge steel minimum with pressed in "V" brace for added strength and have full screened bulkhead, height of cab protector shall be determined at post award meeting	Accept
1.40	Hoist shall be Crysteel LB510 or approved alternate	(Alternate) Galion CS615T-09
1.41	Hoist shall be:	Galion CS615T-09 Exceeds
	a. NTEA Class "C" or Class 30 scissors under body type	Class 40 Exceeds
	b. Double acting, 12 volt electric over hydraulic power unit with momentary switch to be mounted in dash	Accept
	c. 5-½ inch cylinder bore	Accept
	d. 15-¼ cylinder stroke	Accept
	e. 2 inch diameter chromed cylinder shaft	Accept
	f. Cylinder port size shall be 9/16-18 ORB	Accept
	g. 3250psi operating pressure	Accept
	h. 9-¾ inch above frame mounting height	Accept
	i. Sub frame to be full length, 3-¾ inch tall, fabricated "C" channel frame rails, 10 gauge steel	Accept
	j. Rear hinge shall be 3-½ inch x 2-½ inch x ¼ inch x 36-½ inch structural angle	Accept
	k. 1-5/16 inch x 4-3/8 inch greaseable hinge pins	Accept
1.41	Dump angle shall be 45°	50 Degree Exceed
1.42	Hoist controls shall be push button mounted on dash, floor mount controls are NOT acceptable	Accept
1.43	Controls shall be automatic return to center type	Accept
1.44	Dump body shall stop movement either up or down when controls are released	Accept
1.45	Hydraulics shall be electric over hydraulic with pump, reservoir, and valve	Accept
1.46	A "body raised" light shall be mounted in the dash to illuminate when body is not in the down position	Accept
1.47	Back up alarm shall be electric, moisture resistant, approximately 95dba	Accept
1.48	Rear bumper shall be I.C.C. type with hitch plate having 16 inch ground clearance	Accept
1.49	Hitch plate shall be ¾ inch x 34 inch x 24 inch, bolted and welded to the chassis frame, drilled for multiple pintle hitch positions and include a 2 1/2 inch receiver tube mounted at 17 inches at the bottom	Accept
1.50	D-rings for safety chains with a capacity for 10 ton trailer shall be installed on the hitch plate (location to be determined at pre-construction meeting)	Accept
1.51	Lights shall be LED type and include:	Accept
	a. Clearance lights	Accept
	b. Rear stop	Accept
	c. Rear turn	Accept
	d. Rear tail	Accept
	e. Backup	Accept
1.52	All lights shall conform to all laws of the State of Michigan	Accept
1.52	"Body raised" light shall be activated by an epoxy sealed, magnetic proximity switch, Grainger part # 6C834 or Omron type TL-W20ME2 12V - 24V <b>No Exceptions</b>	Accept
1.53	OEM tail lights shall be remounted in the hitch plate	Accept
1.54	LED stop, tail, and turn lights shall be mounted in the corner posts of dump body	Accept
1.55	Rear corner posts shall have oval light cutouts, rear facing, one to each post for stop, tail and turn light. Lights to be furnished shall be Sound off ECV062STT or equivalent. Rear stop, tail and turn lights to be inside the outline of the corner post. Mounting boxes that extend past corner post are not acceptable	Accept
1.56	Two (2) LED Strobe lights shall be mounted on each side of the top of the tarp head. Lights will be ENRBC003Q Soundoff or equivalent. Light pattern will be a quad fast flash amber, and a single slow green flash. Two (2) LED strobe lights will be a EMPS2001HP Soundoff or equivalent and will be mounted on rear post pillars, Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one switch battery hot.	Accept
1.57	A Go-light with wireless control will be mounted on the roof of the cab	Accept
1.58	Body prop shall support empty body weight	Accept
1.59	Vendor shall supply and install one Roll Rite window shade style tarp system Model number 62655-88 or approved alternate for each body	Accept
1.60	Tarp system shall have aluminum wind guard	Accept
1.61	Tarp shall be mesh type 84" X 12'	Accept
1.62	Tarp shall be mounted to the head sheet of the dump body, exact location to be determined at preconstruction meeting	Accept
1.63	All items removed from cab and chassis by body installer (frame ends, fuel tanks, etc....) remain the property of the State of Michigan and are to be returned with the truck	Accept

9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM MOUNTED ON A DUAL REAR WHEEL CAB & CHASSIS SUPPLIED BY MDOT		
Make Offered:		Galion
Model Offered:		130USSDS
2. - Spec. No. C03-2001LG-23		Bidder Response (Indicate acceptance and/or provide alternate)
LIFT GATE, 1500 LB CAPACITY MOUNTED ON A ¾ OR 1 TON PICKUP SUPPLIED BY MDOT		
1.1	Vendor shall pick up units at MDOT's TMSO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 for installation of Lift Gate	Accept
1.2	Trucks will be full of fuel before vendor picks them up and completed units shall be returned to MDOT in the same manner	Accept
1.3	Delivery of the completed trucks shall be to MDOT's TSMO Fleet Operations Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00pm, Monday through Friday, except public holidays. Vendor shall contact Fleet Operations at least 24 hours prior to pick up or delivery	Accept
1.4	All holes in cab and chassis frame rails shall be drilled or punched. <b>There shall be no flame/plasma cutting or welding on the frame side rails</b>	Accept
1.5	All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. All connections shall be soldered and enclosed in heat shrink. <b>Scotch locks are not acceptable.</b>	Accept
1.6	Lift Gate platform dimensions shall be approximately 56 inches wide x 26 inches plus a 6 inch tapered ramp	Accept
1.7	Platform shall be aluminum	Accept
1.8	Platform shall be two piece folding type	Accept
1.9	Platform lifting capacity shall be 1,500 lbs.	Accept
1.10	Platform shall be power up and power down	Accept
1.11	Power shall be 12 volt electric over hydraulic	Accept
1.12	Control switch for up and down will be installed at the lift gate	Accept
1.13	A master switch on/off switch will be provided in the truck cab.	Accept
1.14	Lift Gate Operation shall not interfere with OEM installed receiver type trailer hitch	Accept
1.15	Rear View Camera shall be provided and wired to the factory viewing screen.	Accept
1.16	All items removed from truck by Lift Gate installer (tail gate, rear bumper, etc.) remain the property of the State of Michigan and are to be returned with the truck	Accept
LIFT GATE, 1500 LB CAPACITY MOUNTED ON A ¾ OR 1 TON PICKUP SUPPLIED BY MDOT		
Make Offered:		Thieman
Model Offered:		TT-15EST-AL-5626+6 2PC
3. - Spec. No. C03-2001SP-23		Bidder Response (Indicate acceptance and/or provide alternate)
SNOW PLOW, 9' 2" V TYPE MOUNTED ON A ¾ OR 1 TON PICKUP SUPPLIED BY MDOT		
1.1	Vendor shall pick up units at MDOT's TSMO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 for installation of Lift Gate	Accept
1.2	Trucks will be full of fuel before vendor picks them up and completed units shall be returned to MDOT in the same manner	Accept
1.3	Delivery of the completed trucks shall be to MDOT's TSMO Fleet Operations Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00pm, Monday through Friday, except public holidays. Vendor shall contact Fleet Operations at least 24 hours prior to pick up or delivery	Accept
1.4	All holes in cab and chassis frame rails shall be drilled or punched. <b>There shall be no flame/plasma cutting or welding on the frame side rails</b>	Accept
1.5	All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. All connections shall be soldered and enclosed in heat shrink. <b>Scotch locks are not acceptable</b>	Accept
1.6	Snow plow shall be 9' 2" wide in straight configuration	9' 5"
1.7	Snow plow shall be capable of operation in:	Accept
	a. Straight blade	Accept

	b. Angle to left	Accept
	c. Angle to right	Accept
	d. V plow with discharge to right & left	Accept
	e. Inverted V or scoop	Accept
1.8	Power unit shall be electric over hydraulic for Lift, Angle, V and Inverted V.	Accept
1.9	Controls shall be hand held type with wiring cable, in cab to control all functions.	Accept
1.10	Moldboard shall be steel with option for Poly	Accept
1.11	Blade shoes shall be provided	Accept
1.12	Snow deflector shall be installed on top of moldboard	Accept
1.13	Mounting kit shall be provided for make & model of truck that the snowplow is mounted on	Accept
1.14	Head light kit with relay shall be provided for make & model of truck that the snowplow is mounted.	Accept
1.15	All components shall be installed by vendor and will be fully operational when delivered.	Accept
<b>SNOW PLOW, 9' 2" V TYPE MOUNTED ON A ¾ OR 1 TON PICKUP SUPPLIED BY MDOT</b>		
<b>Make Offered:</b>		Western
<b>Model Offered:</b>		IUTMPVPP95

<b>4. - Spec. No. C03-2001CD-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM, TOOL BOX &amp; FUEL TANK MOUNTED ON A DUAL REAR WHEEL CAB &amp; CHASSIS SUPPLIED BY MDOT</b>		
<b>Dump Body</b>		
1.1	Winning bidder shall be notified when units are available for dump body with hydraulic hoist installation. 90 day required delivery date shall start on this date	Accept
1.2	Winning bidder shall pick up units at MDOT's TSMO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 for installation of dump body with hydraulic hoist	Accept
1.3	Cab & chassis will be full of fuel before winning vendor picks them up and completed units shall be returned to MDOT in the same manner	Accept
1.4	Delivery of the completed trucks shall be to MDOT's TSMO Fleet Operations Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00pm, Monday through Friday, except public holidays. Bidder shall contact Fleet Operations at least 24 hours prior to pick up or delivery	Accept
1.5	All holes in cab and chassis frame rails shall be drilled or punched. <b>There shall be no flame/plasma cutting or welding on the frame side rails</b>	Accept
1.6	Dump body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	Accept
1.7	When painting continues over a manufacturer's standard paint, metal prepping and primer may be omitted, providing an acceptable bond can be achieved	Accept
1.8	Dump body shall be painted matching cab & chassis paint code	Base Coat Clear Exceeds
1.9	Dump body hoist and sub-frame shall be painted black	Accept
1.10	Cab to end frame length on all body installations shall be the same length as the body being mounted, plus the length of any setback, frame extensions are not acceptable	Accept
1.11	All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. All connections shall be soldered and enclosed in heat shrink. Scotch locks are <b>not</b> acceptable	Accept
1.12	Factory paint codes shall be provided and aftermarket brand and paint codes shall be provided	Accept
1.13	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with <b>NO</b> advertising on either side, provided and installed by vendor	Accept
1.14	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type, mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	Accept
1.15	Rear hitch plate will be equipped with a small eye hook to be used for connection of an electric trailer brake away connector	Accept
1.16	Dump body and hoist shall be mounted approximately 30 inch's behind the truck cab	Accept
1.17	All horizontal surfaces of dump body shall be dirt shedding	Accept
1.18	Dump body dimensions shall be approximately 8 feet long inside and 87 inches wide outside	Accept
1.19	Understructure shall be western-style crossmemberless	Accept
1.20	Longsills shall be fabricated trapezoidal design, of 10 gauge steel	Accept
1.21	Longsills shall be 7 inch height maximum	Accept

1.22	Longsill interior shall be coated with SG-50A corrosion preventative compound	Accept
1.23	Dump body floor shall be 7 gauge steel minimum	Accept
1.24	Sides and tailgate shall be 12 gauge steel minimum	Accept
1.25	Rear corner pillars shall have FMVSS #108 clearance lights mounted in rubber grommets	Accept
1.26	Rear apron shall have three (3) FMVSS #108 lights mounted in rubber grommets connected with one-piece wiring harness	Accept
1.27	Sides shall fold down with single lever control, be 14 inch height minimum and have greaseable hinges welded to underside of body	Accept
1.28	Fold down sides shall be limited in their travel by a channel iron welded to the underside of body and rubber bumper so they don't rub on rear tires	Accept
1.29	Sides shall be reinforced with braces and provide pockets for side boards	Accept
1.30	Sides shall be of internal tapered design to keep material from collecting and hampering side operation	Accept
1.31	Lock pin holes for sides shall be punched or drilled, flame or plasma cutting of holes is NOT acceptable	Accept
1.32	Tailgate shall be double acting, single lever control, reinforced with braces, 1-¼ inch pins top and bottom, and 20 inch height minimum	Accept
1.33	Top and bottom of tailgate shall be formed box design for added strength	Accept
1.34	Tailgate top hinge plate shall be heavy duty, 1 inch minimum bearing surface for the hinge pins	Accept
1.35	Tailgate hinge pins shall be 1-¼ inch C1045 cold rolled steel, lubricated by grease zerk	Accept
1.36	Latch fingers shall be 1 inch thick	Accept
1.37	Tailgate lower release mechanism shall be lubricated by grease zerk	Accept
1.38	Head sheet shall be reinforced with braces	Accept
1.39	Head sheet and cab protector shall be one piece, integral, 10 gauge steel minimum with pressed in "V" brace for added strength and have full screened bulkhead, height of cab protector shall be determined at post award meeting	Accept
1.40	Hoist shall be Crysteel LB510 or approved alternate	(Alternate) Champion CS615T 8.7 Tons
1.41	Hoist shall be:	Champion CS615T 8.7 Tons
	a. NTEA Class "C" or Class 30 scissors under body type	Class 40 Exceeds Spec
	b. Double acting, 12 volt electric over hydraulic power unit with momentary switch to be mounted in dash	Accept
	c. 5-½ inch cylinder bore	Accept
	d. 15-¼ cylinder stroke	Accept
	e. 2 inch diameter chromed cylinder shaft	Accept
	f. Cylinder port size shall be 9/16-18 ORB	Accept
	g. 3250psi operating pressure	Accept
	h. 9-¾ inch above frame mounting height	Accept
	i. Sub frame to be full length, 3-¾ inch tall, fabricated "C" channel frame rails, 10 gauge steel	Accept
	j. Rear hinge shall be 3-½ inch x 2-½ inch x ¼ inch x 36-½ inch structural angle	Accept
	k. 1-5/16 inch x 4-3/8 inch greaseable hinge pins	Accept
1.41	Dump angle shall be 45°	50 Degree Exceeds Spec
1.42	Hoist controls shall be push button mounted on dash, floor mount controls are NOT acceptable	Accept
1.43	Controls shall be automatic return to center type	Accept
1.44	Dump body shall stop movement either up or down when controls are released	Accept
1.45	Hydraulics shall be electric over hydraulic with pump, reservoir, and valve	Accept
1.46	A "body raised" light shall be mounted in the dash to illuminate when body is not in the down position	Accept
1.47	Back up alarm shall be electric, moisture resistant, approximately 95dba	Accept
1.48	Rear bumper shall be I.C.C. type with hitch plate having 16 inch ground clearance	Accept
1.49	Hitch plate shall be ¾ inch x 34 inch x 24 inch, bolted and welded to the chassis frame, drilled for multiple pintle hitch positions and include a 2 1/2 inch receiver tube mounted at 17 inches at the bottom	Accept
1.50	D-rings for safety chains with a capacity for 10 ton trailer shall be installed on the hitch plate (location to be determined at pre-construction meeting)	Accept
1.51	Lights shall be LED type and include:	Accept
	a. Clearance lights	Accept
	b. Rear stop	Accept
	c. Rear turn	Accept
	d. Rear tail	Accept

	e. Backup	Accept
1.52	All lights shall conform to all laws of the State of Michigan	Accept
1.53	All items removed from cab and chassis by body installer (frame ends, fuel tanks, etc....) remain the property of the State of Michigan and are to be returned with the truck	Accept
1.54	"Body raised" light shall be activated by an epoxy sealed, magnetic proximity switch, Grainger part # 6C834 or Omron type TL-W20ME2 12V - 24V <b>No Exceptions</b>	Accept
1.55	OEM tail lights shall be remounted in the hitch plate	Accept
1.56	LED stop, tail, and turn lights shall be mounted in the corner posts of dump body	Accept
1.57	Rear corner posts shall have oval light cutouts, rear facing, one to each post for stop, tail and turn light. Lights to be furnished shall be Sound off ECV062STT or equivalent. Rear stop, tail and turn lights to be inside the outline of the corner post. Mounting boxes that extend past corner post are not acceptable	Accept
1.58	Two (2) LED Strobe lights shall be mounted on each side of the top of the tarp head. Lights will be ENRBC003Q Soundoff or equivalent. Light pattern will be a quad fast flash amber, and a single slow green flash. Two (2) LED strobe lights will be a EMPS2001HP Soundoff or equivalent and will be mounted on rear post pillars, Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one switch battery hot.	Accept
1.59	Go-light with wireless control on the roof of the cab	Accept
1.60	Body prop shall support empty body weight	Accept
1.61	Vendor shall supply and install one Roll Rite window shade style tarp system Model number 62655-88 or approved alternate for each body	Accept
1.62	Tarp system shall be window shade type	Accept
1.63	Tarp system shall have aluminum wind guard	Accept
1.64	Tarp shall be mesh type 84" X 12'	Accept
1.65	Tarp shall be mounted to the head sheet of the dump body, exact location to be determined at preconstruction meeting	Accept
<b>Tool Box</b>		
2.1	Tool box is 24" wide x 26" height x 60" length	Accept
2.2	Tool box and door construction is 14 GA Steel	Accept
2.3	Includes single swing door on streetside/road side	Accept
2.4	Anchor latch with cylinder	Accept
2.5	SS Door hinge	Accept
2.6	Gas door spring prop	Chains
2.7	48" Centered shelf	Accept
2.8	Bolt on end panel	Accept
2.9	304 Unpainted stainless steel	Accept
<b>Fuel Tank</b>		
3.1	26" tall x 24" wide x20" deep transport tank	24X54X15 1/2
3.2	Tank capacity is 51 GAL	50 Gal.
3.3	Tank is constructed of 10 GA Steel	12 Ga.
3.4	Tank includes a fill cap, a 3" female pipe fitting, and a vent on the top of the tank	Accept
3.5	Tank includes a drain plug on the bottom of the tank	NO
3.6	Tank is 26" tall	24"
3.7	Tank is 24" wide	54"
3.8	Tank is 20" Deep	15 1/2"
<b>9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM, TOOL BOX &amp; FUEL TANK MOUNTED ON A DUAL REAR WHEEL CAB &amp; CHASSIS SUPPLIED BY MDOT</b>		
<b>Make Offered:</b>		Galion
<b>Model Offered:</b>		130USDDS
<b>5. - Spec. No. C03-20CU11-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY ROOF TO BE INSTALLED ON MDOT CHASSIS</b>		
<b>UTILITY BODY</b>		
1.1	Winning bidder shall be notified when units are available for utility body. 90 day required delivery date shall start on this date	
1.2	Winning bidder shall pick up units at MDOT's TSMO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 for installation of utility body	Accept
1.3	Cab & chassis will be full of fuel before winning vendor picks them up and completed units shall be returned to MDOT in the same manner	Accept

1.4	Delivery of the completed trucks shall be to MDOT's TSMO Fleet Operations Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00pm, Monday through Friday, except public holidays. Bidder shall contact Fleet Operations at least 24 hours prior to pick up or delivery	Accept
1.5	All holes in cab and chassis frame rails shall be drilled or punched. <b>There shall be no flame/plasma cutting or welding on the frame side rails</b>	Accept
1.6	Utility body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	Accept
1.7	When painting continues over a manufacturer's standard paint, metal prepping and primer may be omitted, providing an acceptable bond can be achieved	Accept
1.8	Utility body shall be painted matching cab & chassis paint code	Base Coat Clear Coat Exceeds
1.9	All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. All connections shall be soldered and enclosed in heat shrink. <b>Scotch locks are not acceptable</b>	Accept
1.10	Utility body approximate dimensions shall be:	
	a. 133 inches long	Accept
	b. 93.5 inch body width	Accept
	c. 53.5 inch floor width	Accept
	d. 26 inches floor to top of compartment	24"
	e. 20 inch compartment depth	Accept
	f. 42.5 inch compartment height	40"
	g. 78 inch clear interior height	Accept
	h. 86-½ inch canopy roof width	94"
	i. 15 inch, full length, two (2) per side interior shelves	Accept
	j. 53 inch clear interior width	Accept
	k. 12 inch x 30inch front window aligned with cab window with window guard	Accept
	l. 50 inch rear door opening width, full height	Accept
	m. 14 inch x 16 inch safety glass window in each rear door with window guards	Accept
1.11	Two (2) rear doors shall swing out to sides and be watertight	Accept
1.12	Automotive quality bubble type door seal shall be furnished on all compartment doors	Accept
1.13	Understructure shall be 5 inch, 6.7 pound structural steel channel cross-members	Accept
1.14	Tie channels shall be 3 inch 4.1 pound structural steel channel	Accept
1.15	Floor shall be 3/16 inch tread plate	Accept
1.16	Front boxes shall be 14 gauge A/60 galvanized steel	A/40 Exceeds
1.17	Front and intermediate partition shall be A/60 galvanized steel	A/40 Exceeds
1.18	Rear partition shall be 12 gauge A/60 galvanized steel	A/40 Exceeds
1.19	Wheel house panels shall be 14 gauge A/60 galvanized steel	Accept
1.20	Compartment sides shall be 14 gauge A/60 galvanized steel	Accept
1.21	Front bulkhead shall be 14 gauge A/60 galvanized steel	Accept
1.22	All shelving and dividers shall be 18 gauge steel minimum	Accept
1.23	Doors shall be double panel construction, 20 gauge A/60 galvanized steel	Accept
1.24	Hinges shall be 5/16 inch diameter, electro zinc steel rod type with stainless steel end bearings	Accept
1.25	Door and compartment locks shall be flush mounted	Accept
1.26	All locks shall be keyed alike	Accept
1.27	All vertical doors shall be equipped with spring loaded door holder	Accept
1.28	Master locking system shall be provided on all compartments with handles at rear	Accept
1.29	All compartments shall have strip lighting with a master switch and pilot light in the cab, fused separately. Master switch shall also control roof mounted dome lights	Accept
1.30	Interior shall have two roof mounted dome lights	Accept
1.31	Street side compartments shall be:	
	a. Front vertical – 32" wide x 42.5" high x 20 " Deep with 6 drawer combo cabinet, all drawers have one way dividers and 300 lb. slides with one hand operation	34.25" X 40" X 20"
	b. Second vertical – 22" wide x 42.5 " high x 20 " Deep with 2 shelves with adjustable dividers	21" X 40" X 20"
	c. Horizontal – 54" wide x 21"high x 20 " deep with one shelf with adjustable dividers, rubber mat installed on door	52.75" X 18.5" X 20"
	d. Rear vertical – 24" wide x 42.5" high x 20" deep with 2 shelves with adjustable dividers	25.25" X 40" X 20"
1.32	Curb side compartments shall be:	
	a. Front vertical – 32" wide x 42.5" high x 20 " With 2 shelves with adjustable dividers	34.25" X 40" X 20"
	b. Second vertical – 22" wide x 42.5 " high x 20 " Deep with 2 shelves with adjustable dividers	21" X 40" X 20"

	c. Horizontal – 54" wide x 21"high x 20" deep with one shelve with adjustable dividers, rubber mat installed on door	52.75" X 18.5" X 20"
	d. Rear vertical – 24" wide x 42.5" high x 20" deep with 2 shelves with adjustable dividers	25.25" X 40" X 20"
<b>1.33</b>	All exterior lights on body shall be LED type, conform with Motor Vehicle laws of the State of Michigan and include:	Accept
	a. Clearance	Accept
	b. Stop	Accept
	c. Tail	Accept
	d. Turn	Accept
	e. Back-up	Accept
	f. One (1) LED Strobe light shall be mounted on Roof of the cab and one (1) shall be placed on the rear of the body to provide 360 degrees of visability. Lights will be ENRBC003Q Soundoff or equivalent. Light pattern will be a quad fast flash amber, and a single slow green flash. Two (2) LED strobe lights will be a EMPS2001HP Soundoff or equivalent and will be mounted on rear body on both sides, above doors height. Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one swithc battey hot.	Accept
<b>1.34</b>	Rear bumper shall be step type with recess in center for Trailer hitch	Accept
<b>1.35</b>	2 1/2" ID x 12" long receiver tube type trailer hitch	Accept
<b>1.36</b>	Per Schedule E - Trailer Wiring Diagram, trailer connector shall be 7-way round pin Berg type , mounted at rear of frame, wired for turn signals independent of stop, compatible with trailers that have amber or side turn lamps, provided and installed by vendor	Accept
<b>1.37</b>	Two 3/4" D-rings installed for trailer safety chains	Accept
<b>1.38</b>	Eyelet for trailer breakaway cable	Accept
<b>1.39</b>	Mud flaps shall be anti-sail type, plain rubber, 1/4 inch thick, with <b>NO</b> advertising on either side, provided and installed by vendor	Accept
<b>1.40</b>	Back up alarm shall be electric, moisture resistant, approximately 95dba	Accept
<b>1.41</b>	An aerodynamic air bubble shall be furnished to be installed on the front panel above truck cab	accept
<b>1.42</b>	Install back up camera system including camera and viewing screen	Accept

**11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY ROOF TO BE INSTALLED ON MDOT CHASSIS**

<b>Model Offered:</b>	KC132H2094
<b>Make Offered:</b>	Knapheide

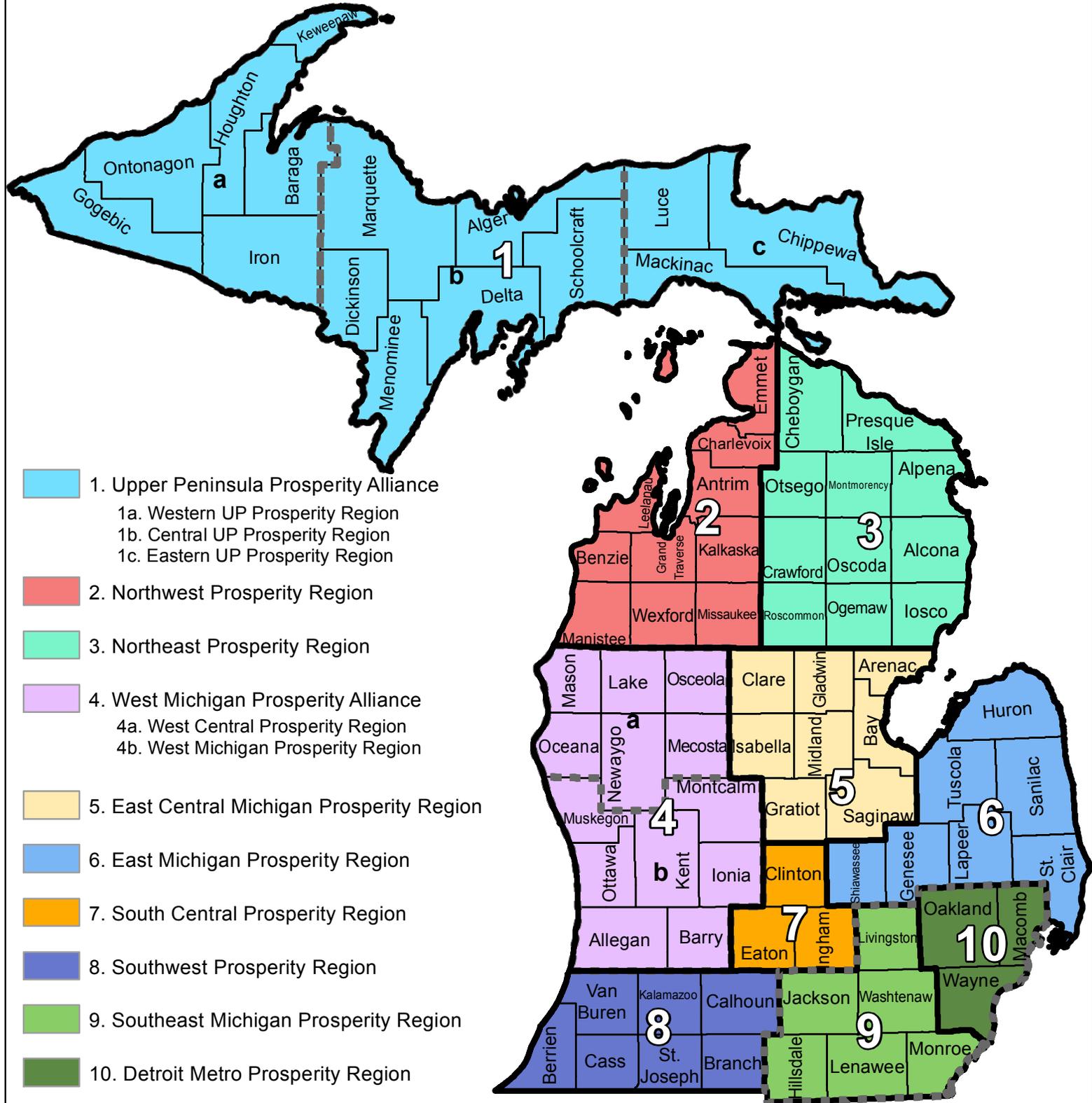
<b>6. - Spec. No. C03-3001CAP-23</b>		<b>Bidder Response (Indicate acceptance and/or provide alternate)</b>
<b>PICKUP CAP FOR 6.5 OR 8 FT BOX, FIBERGLASS, MOUNTED ON A PICKUP SUPPLIED BY MDOT</b>		
<b>1.1</b>	Vendor shall pick up units at MDOT's TSMO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917 for installation of Fiberglass Topper	Accept
<b>1.2</b>	Trucks will be full of fuel before vendor picks them up and completed units shall be returned to MDOT in the same manner	Accept
<b>1.3</b>	Delivery of the completed trucks shall be to MDOT's Fleet Operations Facility, 2522 W. Main St., Lansing, MI, 48917 between the hours of 8:00am and 3:00pm, Monday through Friday, except public holidays. Vendor shall contact Fleet Operations at least 24 hours prior to pick up or delivery	Accept
<b>1.4</b>	All wiring passing through holes in metal or non-metal wearing surfaces, which could cause wear of the insulation, shall be adequately protected by rubber or plastic grommets, and/or non-metallic conduit. Ends of all wires shall be adequately anchored to prevent loosening. All connections shall be soldered and enclosed in heat shrink. <b>Scotch locks are not acceptable</b>	Accept
<b>1.5</b>	Caps shall be available for GM, Dodge and Ford pickups with 6.5 ft., 8 ft. and other box sizes that may be available.	Accept
<b>1.6</b>	Caps shall be fiberglass with molded and rolled fiberglass base rails.	Accept
<b>1.7</b>	Caps roof shall be Tri-Cel honey comb reinforced	Accept
<b>1.8</b>	Cap height shall be the same as the pickup cab height	Accept
<b>1.9</b>	Cap shall have full width rear widow, hinged at top	Accept
<b>1.10</b>	Cap shall have left and right side windows hinged at top	Accept
<b>1.11</b>	Cap shall have locks on all windows, keyed the same	Accept
<b>1.12</b>	Cap shall have full width front window that is removable for cleaning	Accept
<b>1.13</b>	Cap shall have LED upper third brake to operate only with truck brake lights.	Accept
<b>1.14</b>	Cap shall have LED interior dome light	Accept

1.15	One (1) LED Strobe light shall be mounted on Roof of the cab (can be mounted on a bracket mounted at the 3rd brakelight on the cab. Light will be ENRBC003Q Soundoff or equivalent. Light pattern will be a quad fast flash amber, and a single slow green flash. Two (2) LED strobe lights will be a EMPS2001HP Soundoff or equivalent and will be mounted on cap posts on both sides, at top of the rear window height. Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one switch battery hot.	Accept
1.16	Cap shall color matched to the pickup it is installed on	Accept
1.17	All required mounting kits, wiring harness and hardware shall be provided.	Accept
1.18	All components shall be installed by vendor and will be fully operational when delivered.	Accept
<b>PICKUP CAP FOR 6.5 OR 8 FT BOX, FIBERGLASS, MOUNTED ON A PICKUP SUPPLIED BY MDOT</b>		
<b>Make Offered:</b>		A.R.E Topper
<b>Model Offered:</b>		V-Series

20. - Spec. No. C60-2001-23		Bidder Response (Indicate acceptance and/or provide alternate)
Combination Spreader with High Speed Anti Icing		
1.1	It is the intent of this specification to provide a slide in type hopper box material spreader to uniformly spread salt, sand or a combination of both for treatment of icy roads. The spreader shall have the capacity for liquid pre-wetting and high speed anti icing. The operation of the spreader will be controlled by a ground speed oriented hydraulic system. MDOT will install this spreader in a 64,000 GVW tandem axle truck with 14 foot dump box and a closed center load sensing hydraulic system.	
1.2	Make: E-Poke or approved alternate	Henderson
1.3	Model: 4902 or approved alternate	StormXtreme
1.4	6.5 Cubic yard capacity	7.5 Cubic yard capacity
1.5	951 gallon liquid capacity	1512 Gallon Capacity
1.6	Stainless steel agitator with replaceable spring fingers	304 stainless steel dual auger trough
1.7	Soft rubber base	stainless steel base
1.8	Spring base and spring base adjustment	No Need
1.9	Conveyor belt	dual auger no belt required.
1.10	Transmission and variable pre-wetting pump, 5% to 30%	high volume pump 207 GPM
1.11	External neutral gear	Not Required
1.12	Grate 4" X 4"	Accept
1.13	Inspection ladder	Accept
1.14	Guides, lateral with rails	Accept
1.15	Hydraulic fittings	Accept
1.16	Stainless steel delivery roller with 8 mm steel cams	all stainless steel
1.17	Multi-plug through cab kit with wiring and sealed quick couplers	Accept
1.18	Distribution box with electronic speed adapter/pulse divider	Accept
1.19	Auto stop of liquid refilling	Accept
1.20	Shut off valve	Accept
1.21	Delivery spout	Accept
1.22	Epo-Master III controller with external card reader and RS 232	Certified Power XDS
1.23	Long spreader chute	Accept
1.24	High speed anti-icing spray bar	Accept
1.25	D ring tie down kit	Accept
1.26	Lighting package consisting of two strobe lights and one rear work light	Accept
1.27	Electric symmetry spreader control	Accept
1.28	Level indicators for dry material and liquid	Accept
1.29	Leg system	Accept
1.30	Folding cover	Accept
1.31	Spinner guard	Accept
1.32	Mounting and installation on MDOT supplied truck	accept
<b>Combination Spreader with High Speed Anti Icing</b>		
<b>Make Offered:</b>		Henderson
<b>Model Offered:</b>		StormXtreme

# SCHEDULE E

## State of Michigan Prosperity Regions



- 1. Upper Peninsula Prosperity Alliance
  - 1a. Western UP Prosperity Region
  - 1b. Central UP Prosperity Region
  - 1c. Eastern UP Prosperity Region
- 2. Northwest Prosperity Region
- 3. Northeast Prosperity Region
- 4. West Michigan Prosperity Alliance
  - 4a. West Central Prosperity Region
  - 4b. West Michigan Prosperity Region
- 5. East Central Michigan Prosperity Region
- 6. East Michigan Prosperity Region
- 7. South Central Prosperity Region
- 8. Southwest Prosperity Region
- 9. Southeast Michigan Prosperity Region
- 10. Detroit Metro Prosperity Region

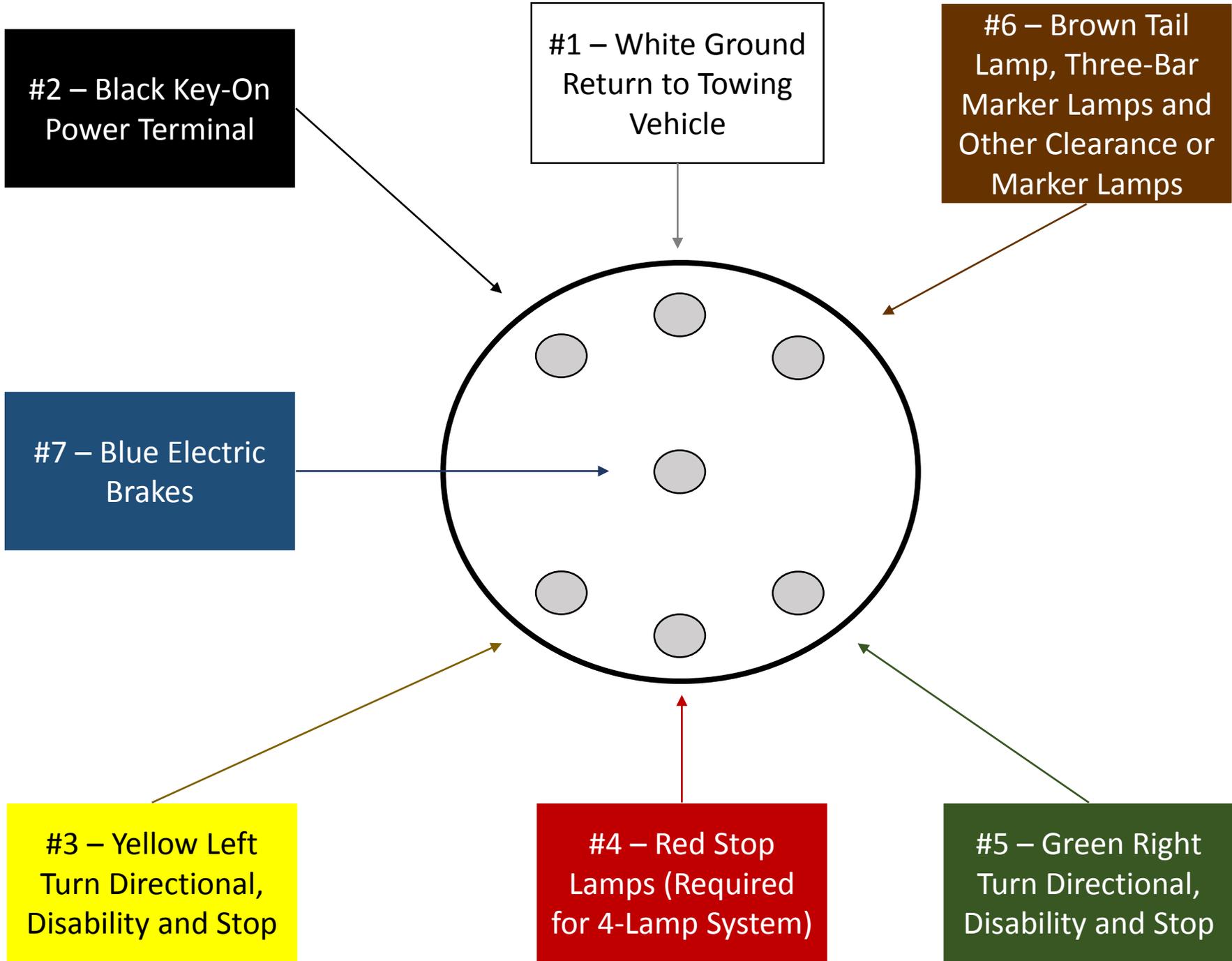
Service Delivery Regions

**Schedule F - Trailer Wiring  
Diagram**



**(Use Std J560 Connector)**

**All Non-Tractor/Trailer Non-ABS Truck-End (Viewed from Wire Side of Plug)**



Rev Date: 03/04/2015