STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

DTMB
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **MA240000000167**

CONTRACTOR	
	TRUCK & TRAILER SPECIALTIES INC
	3286 Hanna Lake Industrial Park Drive
	Dutton MI 49316
	Dan Bouwman
	616-698-8215
	dbouwman@ttspec.com
	CV0030059

STATE			
	Program Manager	Various	Various
	Contract Administrator	Melissa Beck	DTMB
		(517) 897-1502	
		beckm3@michigan.gov	

CONTRACT SUMMARY			
Purchase, parts, and maintenance & repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
45 Days			
ALTERNATE PAYMENT OPTIONS		**EXTENDED PURCHASING**	
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other		☒ Yes ☐ No	
MINIMUM DELIVERY REQUIREMENTS			
F.O.B Destination			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$5,249,000.00	$10,000,000.00	$15,249,000.00		

DESCRIPTION

Effective 7/29/2025, this contract is hereby increased by $10,000,000.00.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on 7/29/2025.

Program Managers

for

Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov

Please use the below link for an updated Schedule B – Pricing

240000000167---Schedule-B-Pricing.pdf

STATE OF MICHIGAN
ENTERPRISE PROCUREMENT

DTMB
320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **MA240000000167**

CONTRACTOR	
	TRUCK & TRAILER SPECIALTIES INC
	3286 Hanna Lake Industrial Park Drive
	Dutton MI 49316
	Dan Bouwman
	616-698-8215
	dbouwman@ttspec.com
	CV0030059

STATE			
	Program Manager	Various	Various
	Contract Administrator	Katie McFarland	DTMB
		517-930-6814	
		mcfarlandk1@michigan.gov	

CONTRACT SUMMARY			
Purchase, parts, and maintenance & repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment			
INITIAL EFFECTIVE DATE	**INITIAL EXPIRATION DATE**	**INITIAL AVAILABLE OPTIONS**	**EXPIRATION DATE BEFORE**
January 16, 2024	January 16, 2029	5 - 12 Months	January 16, 2029
PAYMENT TERMS		**DELIVERY TIMEFRAME**	
45 days			
ALTERNATE PAYMENT OPTIONS			**EXTENDED PURCHASING**
☐ P-Card ☐ Direct Voucher (PRC) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B Destination			

DESCRIPTION OF CHANGE NOTICE				
OPTION	**LENGTH OF OPTION**	**EXTENSION**	**LENGTH OF EXTENSION**	**REVISED EXP. DATE**
☐		☐		
CURRENT VALUE	**VALUE OF CHANGE NOTICE**	**ESTIMATED AGGREGATE CONTRACT VALUE**		
$5,000,000.00	$249,000.00	$5,249,000.00		

DESCRIPTION

Effective 7/11/2025, this contract is hereby increased by $249,000.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.

Program Managers
for
Multi-Agency and Statewide Contracts

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames E. Groenleer	5175814867	GroenleerE@michigan.gov
MDOT	Erin Reincke		ReinckeE@michigan.gov

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. **240000000167**
between
THE STATE OF MICHIGAN
and

CONTRACTOR	
	Truck & Trailer Specialties, Inc.
	3286 Hanna Lake Industrial Park Drive
	Dutton MI, 49316
	Dan Bouwman
	(616) 698-8215
	dbouwman@ttspec.com
	CV0030059

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

CONTRACT SUMMARY			
DESCRIPTION: Purchase, parts, and maintenance & repair 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**
☐ P-card ☐ Direct Voucher (DV) ☐ Other			☒ Yes ☐ No
MINIMUM DELIVERY REQUIREMENTS			
F.O.B. Destination			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: 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 8.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			**$5,000,000.00**

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Truck & Trailer Specialties ("**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.	Dan Bouwman-President 3286 Hanna Lake Industrial Drive Dutton, MI 49316 Toll Free Phone: (888)-200-8146 dbouwman@ttspec.com

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, 2nd Floor. Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Dan Bouwman-President 3286 Hanna Lake Industrial Drive Dutton, MI 49316 Toll Free Phone: (888)-200-8146 dbouwman@ttspec.com

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

State:	Contractor:
Scott Poyer Poyers@michigan.gov (517) 284-6448	Dan Bouwman-President 3286 Hanna Lake Industrial Drive Dutton, MI 49316 Toll Free Phone: (888)-200-8146 dbouwman@ttspec.com

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.

   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 Contactor 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
Schedule A	Statement of Work
Schedule B1 to B3	Pricing
Schedule C	Insurance Requirements
Schedule D	Specifications
Schedule E	Prosperity Regional Map
Schedule F	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.

Truck & Trailer Specialties, Inc

SCHEDULE A – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 240000000167

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

SCOPE

This solicitation includes the following equipment categories for purchase, and parts, maintenance & repair:

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

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 Mechaincial 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**
39	**C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body**

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:
Minimum 1 year warranty from In-Service date on parts and labor. Extended warranty above and beyond a year from In-Service date are available, please refer to quotes associated with each Bid item (as listed in Schedule B Pricing) for specific extended warranty carried by equipment manufacturers.

Process for reporting warranty issues:

Attachment 1 to Schedule A - Warranty Claim Form, must be filled out in its entirety, and submitted via email to Don Chubb at warranty@ttspec.com.

Repairs or replacements:

When repairs or replacements are determined to be necessary, the repairs and/or replacements will be scheduled to be completed in-house at one of Truck & Trailer Specialties' facilities (Dutton or Howell). Timing will depend upon parts availability.

2.2 Recall Requirements and Procedures

Describe any recall requirements and procedures.

Recall notices are produced by the equipment manufacturers. Once a recall is issued, they will be handled in accordance with warranty procedures by our warranty department.

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.
Delivery will be made within 120 calendar days from receipt of order unless otherwise noted in Schedule B Pricing. Equipment manufacturer lead times are listed per Bid spec and are also subject to both dealer chassis delivery limitations, as well as global supply chain restrictions on various equipment manufacturers. Please refer to Schedule B Pricing for lead times in excess of 120 days per each Bid spec item. Each purchase order/delivery order will be evaluated at receipt of the order for current delivery date status and communicated to purchasing agent for approval. The receipt of order date is pursuant to Section 2, Notice provisions of the Standard Contract Terms.

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. PARTS, MAINTENANCE & REPAIR

3.1 Parts

Quality of Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person. Aftermarket Repair parts must be equal to or exceed Contractor original equipment manufacturers (OEM) specifications. Repair parts must be packaged and distributed under their respective nationally known name brands. All rebuilt or remanufactured parts must meet the same requirements as listed above. Some repair parts may be required to be original equipment manufactured repair parts Contractor's dealer network must carry a complete line of OEM parts for all models of equipment they carry. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

3.2 Warranty/Buy Back

Contractors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities. Contractor shall correct ordering errors without further cost to the Purchasing Entity. A copy of the Warranty shall be included for replacement parts purchased. Any standard stock inventory parts (both Truck & Trailer and various manufacturers) can be returned with no restocking fee – excluding freight. Custom and non-standard inventory parts returned will include a 15% restocking fee. Please refer to **Attachment 2 to Schedule A – Returned Goods Policy.**

3.3 Maintenance/Repair Facilities

Repair Facilities that will perform the warranty work of items under this Contract shall be identified as the Supplier's dealer network. The manufacturer, whether contracted directly, or associated with the Distributer by certified letter, is responsible for ensuring that the facilities are able to adhere to the contract requirements for warranty work performance.

C. GENERAL REQUIREMENTS

4.1 Incentives

Please refer to **Attachment 2 to Schedule A – Returned Goods Policy.**

4.2 Transition

Post-Contract Transition: Invoices must be sent to the State within 45 days after expiration of the contract, provided that all equipment orders have been fulfilled and delivered. In the event open purchase orders or delivery orders authorized by the State remain open after expiration of the contract, invoices will be submitted within 10 days of the final delivery to fulfill the open purchase/delivery order.

5.1 Technical Support and Repairs

5.2 Successful resolution of service issues is dependent upon relative equipment and chassis information. Service procedure will begin when service request forms are completed and submitted via email to duttonservice@ttspec.com for the Dutton facility or howellservice@ttspec.com for the Howell facility. Please see **Attachment 3 to Schedule A – Service Request Form**. Additionally, an interactive guide for spreader application troubleshooting is available 24/7 on our website at https://ttspec.com/training/salt-application/

5.3 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**.

5.4 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.

6 Staffing

6.1 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.

6.2 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.

Contractor Representative:
Dan Bouwman
3286 Hanna Lake Industrial Park Dr
Caledonia, MI 49316

Contractor Representative:
Mike Bouwman
3286 Hanna Lake Industrial Park Dr
Caledonia, MI 49316

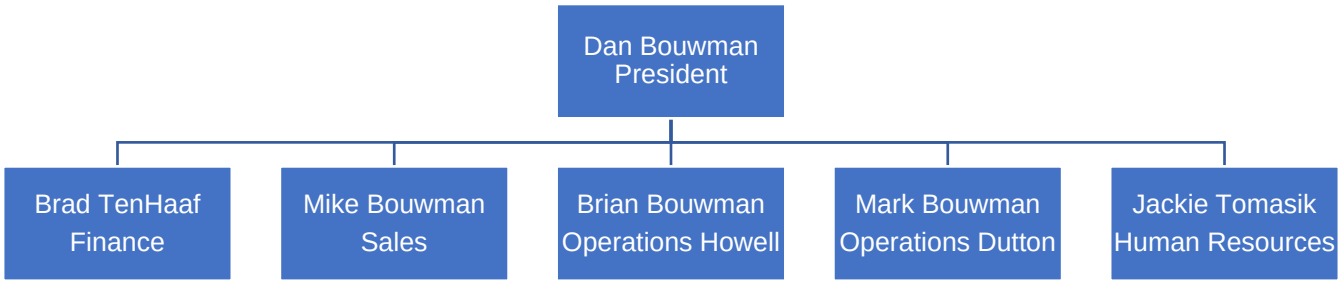
Contractor Representative:
Brian Bouwman
900 Grand Oaks Drive
Howell, MI 48843

6.3 Non-Key Personnel

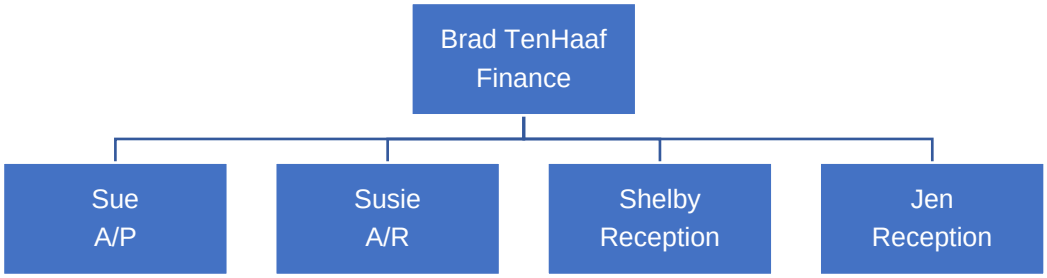
The Contractor must notify the Contract Administrator at least 10-calendar days before removing or assigning non-key personnel.

6.4 Organizational Chart

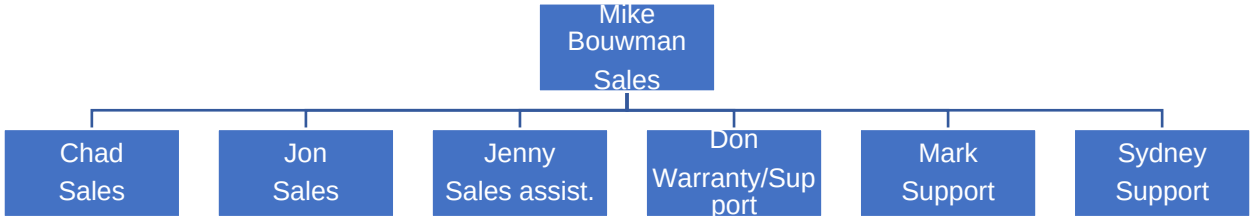
Leadership



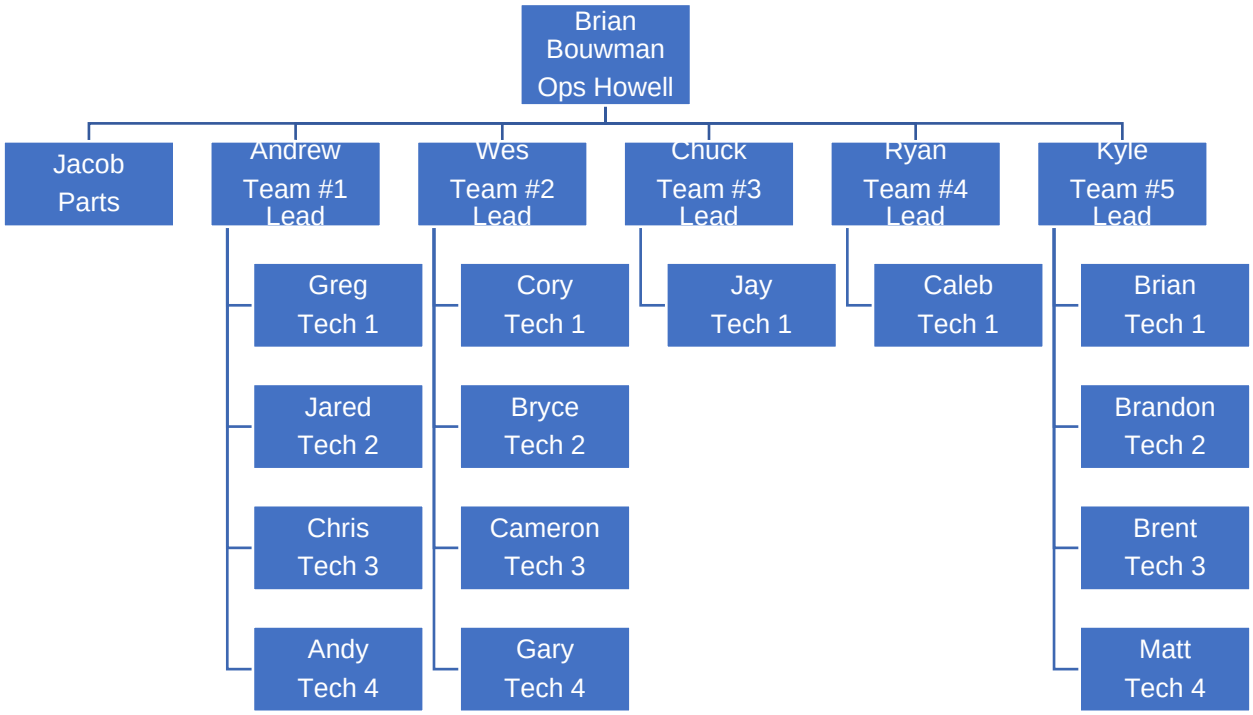
Finance



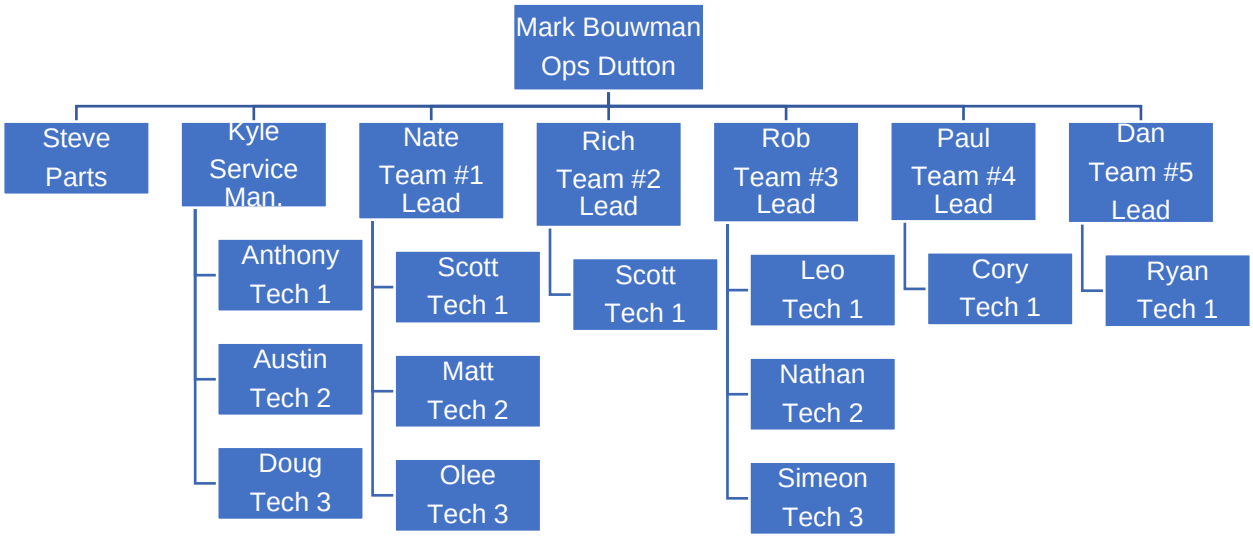
Sales



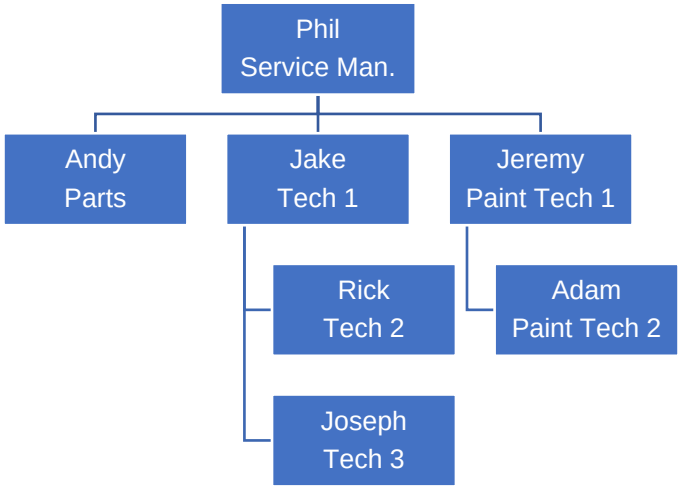
Operations Howell



Operations Dutton



Operations Paint Division



6.5 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: (888) 200-8146

8 am to 5 pm Eastern Monday through Friday

6.6 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: (888) 200-8146

8 am to 5 pm Eastern Monday through Friday

6.7 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).	
The legal business name, address, telephone number of the subcontractor(s).	
A description of subcontractor's organization and the services it will	

Contractor must provide detailed information as requested in the above requirement(s).	
provide and information concerning subcontractor's ability to provide the Contract Activities.	
The relationship of the subcontractor to the Contractor.	
Is the subcontractor a GDBE?	Choose an item.
Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.	
A complete description of the Contract Activities that will be performed or provided by the subcontractor.	
Of the total bid, the price of the subcontractor's work.	

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

6.8 Security

The Contractor will be subject the following security procedures:

a) Contractor is willing to comply with any State requirements.

b) 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.

7 Pricing

7.1 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.

7.2 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.

8 Ordering

8.1 Authorizing Document

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

8.2 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.

9 Acceptance

9.1 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.

9.2 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.

10 Invoice and Payment

10.1 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.

10.2 Payment Methods

The State will make payment for Contract Activities by EFT.

11 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.

12 Additional Requirements

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

13 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	
Definition and Purpose	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. The entire order will be received on the same day unless a partial delivery has been approved in advance by the Program Manager.
Acceptable Standard	1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.4 Delivery. 2. Extenuating circumstances must be communicated by the Contractor to the Program Manager prior to the scheduled delivery date and time. 3. Items, brands, and quantities delivered will match the Order Confirmation exactly. 4. Signed and dated packing slips will be provided to purchasing agency at the time of delivery. 5. The entire order must be delivered on the same day unless a partial delivery has been approved in advance by the Program Manager. 6. Orders not received in their entirety, as determined by a review of the Data Sources, will be considered inaccurate. The acceptable standard is 100% compliance.
Credit Due for Failing to Meet the Service Level Agreements	1. $100.00 may be assessed for each of the first five occurrences of non-compliance in a given calendar year. 2. $500.00 may be assessed beginning with the sixth occurrence of non-compliance and on each occurrence thereafter in a given calendar year. Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed. 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.

TRUCK & TRAILER Specialties, Inc.

Warranty Claim

Please complete this form providing as much information as you are able. Place the completed form in the shipping box with the failed part and ship to one of the following:

TTSpec – Dutton
Attn: Warranty / Don Chubb
3286 Hanna Lake Ind. Drive
Dutton, MI. 49316
(616) 698-8215

TTSpec – Howell
Attn: Warranty
900 Grand Oaks Drive
Howell, MI. 48843
(517) 552-3855

Today's Date:	
Customer Name:	
Contact Person:	Phone Number:
Date of Purchase:	Invoice #:
In Service Date:	
Part #:	Serial #:
Name of Part:	
Details of Product Failure / Defect:	

In the event that the repair is not covered under warranty, fees may be applicable.

FOR INTERNAL USE ONLY:

Vendor RMA #:	TTSpec Warranty #:
Warranty Repaired? Yes No	
Warranty Work Details:	
Approved By:	Date:

TRUCK & TRAILER Specialties, Inc.

December 13, 2023

December 13, 2023

Warranty Policy Information:

Any and all warranty claims must be submitted to Truck & Trailer Specialties within 10 days of defect discovery. A copy of the original Truck & Trailer Specialties invoice as well as the manufacturer's model number, serial number, and date of installation must accompany all correspondence regarding said claim.

Procedures for Warranty Claims Notification and Submission:

For Submission of any warranty claim please contact Truck & Trailer Specialties, Warranty Department:
Dutton – Don Chubb 616-698-8215 email: warranty@ttspec.com
Howell – 517-552-3855

The following documentation will be needed when you call for initial warranty authorization:

1. The original Truck & Trailer invoice, or invoice number on which the defective part was purchased.
2. Make, Model, VIN / Serial number of the vehicle or equipment involved.
3. Part number and serial number of the equipment involved.
4. Part number and serial number of the part involved.
5. A complete description of the problem, digital photos if possible.

Procedure for part replacement:

1. Part shall be returned to Truck & Trailer Specialties with the proper information supplied
2. If a new/replacement part is needed it shall be billed to the customer.
3. Once the manufacturer has issued a credit to Truck & Trailer Specialties the purchaser shall be issued a credit back on account. This can sometimes take 30-45 days.

The following must accompany any claim submitted to Truck & Trailer Specialties for shipped items:

1. Documented photographs of any physical damage.
2. If part is damaged during shipment, package should be refused by the customer.
3. If the package is damaged during shipping and the part is not returned in the same packaging with label and tracking number is was shipped in. Warranty for damages will be submitted to shipper but will most likely be denied.

Submission of warranty (if denied)

1. If a part is submitted for warranty and is sent on to the manufacturer for inspection and testing. And, after inspection it is found either out of warranty, damaged due to neglect or improper use or incorrect installation, or not an issue of the manufacturer, the purchaser is responsible for any testing and freight chargers that may occur.
2. If a claim is denied by the manufacturer, Truck & Trailer will supply the customer with any reports or findings that the manufacturer based their denial on.

Attachment 2 to Schedule A - Returned Goods Policy

Returned Goods Policy

For submission of any returned goods please contact Truck & Trailer Specialties, Parts Department:
Dutton – Steve Hansen 616-698-8215
Howell - Jacob Grosvenor 517-552-3855

General Conditions:

- Part shall be returned to Truck & Trailer Specialties with the original invoice.
- Products must be returned in a new and resalable condition, otherwise subject to a handling fee.

Stock Items:

- Items shipped from our stock and returned 90 days from date of purchase are subject to a minimum 15% restocking fee.
- Any product returned after 90 days must be approved by management.
- Customer will not be credited for original freight charges.
- Certain exceptions may apply.

Non-Stock Items:

- All returns must be approved by a manager prior to returning.
- Non-stock items are subject to the manufacturer's return policy and will be charged their minimum restocking fee and freight charges associated with returning to the manufacturer.
- If a claim is denied by the manufacturer, Truck and Trailer will supply the customer with any reports or findings that the manufacturer based their denial on.
- Credit will be issued based on the manufacturer's inspection and acceptance of the return, excluding shipping costs from original invoice. This can sometimes take 30-45 days.

Damaged / Short Shipped Items:

- Customers that received damaged or short shipped products should report to Truck & Trailer Specialties within 5 days of receipt of order to be considered for credit. Please retain all packaging material for processing claims against carriers. If possible, please email pictures to our parts department representatives.

Unacceptable / Unsalable Returns:

- Any used or damaged items will be considered unsalable, and credit will be denied.
- If credit is denied, items will be returned to the customer at their expense or scrapped after 30 days.

Non-Returnable Items

- Made to order parts are non-returnable.

Original Date: April 9, 2019
*The above policy can be revised in whole or in part without prior notice.

Attachment 3 to Schedule A - Service Request Form

Service Request Form

Please complete this form completely and submit it to one of the locations below. This form should be filled out for requests that are not warranty related. See back of form.

TTSPEC – Dutton

3286 Hanna Lake Ind. Park Dr.

Dutton, Mi 49316

duttonservice@ttspec.com

TTSPEC - Howell

900 Grand Oaks Drive

Howell Mi 48843

howellservice@ttspec.com

Municipality	Location/region	Date & Time
Person submitting request	**Contact person**	**Phone Number**
Make & Model of Make/Model	**Serial Number**	**In-service Date**
Part #	**Date of Purchase**	**Invoice #**

Payment type (Check one): Credit Card:_____ Purchase order:_____

Issue:

_____

_____

_____

_____

Has anyone attempted to repair this prior to submitting this form? If so, what was done.

_____

_____

_____

_____

Service requests will be invoiced at $50.00. If the service request is later determined to be a warranty issue the service fee will be waived.

Signature: _____

Service Request Information:

The following information will be needed for a service request:

1. Copy of original Truck & Trailer invoice, or invoice number on which the equipment was purchased.
2. Make, Model, Vin./Serial number of Vehicle.
3. Part, part number and description of the equipment involved.
4. A complete description of the issue including digital photos, videos, if possible.
5. A complete description of what has been done to the equipment to remedy the problem before contacting Truck & Trailer.

Phone Contacts:

Dutton - 616-698-8215

Howell – 517-552-3855

Service Procedure:

1. Once all the required information is submitted on this form a technician from Truck & Trailer will contact the person listed on the form at the phone number submitted.
2. 3 attempts will be made to contact the person at the municipality listed on this form.
3. If after 3 attempts no one answers or returns the call Truck & Trailer will assume that the situation has been resolved.
4. Once this service request is submitted, and it is confirmed that the issue is not a warranty related issue, it will be agreed that a $50.00 service fee will apply.
5. If the issue can be easily resolved over the phone (10 minutes or less), no fees will be applied.
6. If a customer fails to supply all required information, or supplies incorrect information, on this form the customer will be responsible for delayed repair times, or longer repair times.

Vehicle Pickup and Drop off: If it is confirmed that service request is not warranty there will be additional fees to pick up and drop off vehicles or equipment if it needs to come to one of our locations.

Service Calls: If it is necessary for Truck & Trailer to travel to a location to perform repairs that are not warranty related there will be a travel fee, and the normal hourly rate once on site.

Phone repairs: If a customer has an issue that is not warranty related to how a piece of equipment functions, how to repair a piece of equipment, or other service-related issues. You may call the numbers on this service sheet and every attempt will be made to remedy the situation as quickly as possible. Prior to calling all the information that is required on the front of this sheet should be readily available.

Warranty: If a customer suspects that an issue with a piece of equipment is warranty related. The Truck & Trailer Warranty form should be filled out completely with all the supporting documents and pictures/videos. In warranty cases fees for labor, travel, and parts will be waived. In some situations where it is unclear whether it is a warranty issue or not, the customer may be invoiced for the repair until the defective parts can be inspected by the manufacturer. This can sometimes take 30-45 days.

Payment for service: Credit card or a purchase order would be required.

Placeholder for Schedule B – Pricing

Please follow this link for Schedule B – Pricing:

https://www.michigan.gov/dtmb/-/media/Project/Websites/dtmb/Procurement/Contracts/MiDEAL-Media/Equipment-Contracts-and-Sch-B/240000000167---Schedule-B-Pricing.pdf

SCHEDULE C - INSURANCE REQUIREMENTS

Request For Proposal No. 230000002854
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 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
Commercial General Liability Insurance	
Minimum Limits: $1,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $2,000,000 Products/Completed Operations $2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Umbrella or Excess Liability Insurance	
Minimum Limits: $5,000,000 General Aggregate	Contractor must have their policy follow form.
Automobile Liability Insurance	
Minimum Limits: $1,000,000 Per Accident	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.

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

Contract **No. 240000000167**
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	yes	
2	**C03-2001LG-23 Lift Gate**	4	yes	
3	**C03-2001SP-23 Snow Plow**	5	yes	
4	**C03-2011CD-23 Dump Body TB FT**	6	yes	
5	**C03-20CU11-23 Utility Body**	9	yes	
6	**C03-3001CAP-23 Cap for Pickup**	11	yes	
7	**C04-SDS-23 Stake Rack Body with Scissor Hydraulic Lift and Cab Protector**	11	yes	
8	**C05-1601-23 Backhoe**	14		no bid- deleted from schedule D
9	**C36-0401-4T-23 Asphalt Heater-Hauler**	16		no bid- deleted from schedule D
10	**C36-Asphalt Recycler-23**	18		no bid- deleted from schedule D
11	**C38-0101 CTL-23 Skid Steer Track Loader**	18		no bid- deleted from schedule D
12	**C38-0101-23 Skid Steer Loader**	19		no bid- deleted from schedule D
13	**C38-0101AWS-23 Skid Steer Loader**	20		no bid- deleted from schedule D
14	**C38-0501LP-23 Fork Lift, Propane, 6,000 Lbs Capacity**	21		no bid- deleted from schedule D
15	**C54-0001-23 Concrete Saw**	23		no bid- deleted from schedule D
16	**C62-0101RB-23 Broom**	23	yes	
17	**C67-008T-23 Trailer**	25	yes	
18	**C67-20T LP-23 Trailer**	26	yes	
19	**C70-0001-23 Welder-Generator**	26	yes	
20	**C60-2001-16 Sand-Salt Spreader**	27		no bid- deleted from schedule D
21	**C62-0051-23 Street Sweeper**	28		no bid- deleted from schedule D
22	**C05-0901-23 Tractor Roadside**	35		no bid- deleted from schedule D
23	**C05-0902-23 Tractor Roadside - Bi-Directional**	37		no bid- deleted from schedule D
24	**C05-1001-23 Tractor Lawn Mower 2 Wheel steer**	38		no bid- deleted from schedule D
25	**C05-1002-23 Tractor Lawn Mower 4 Wheel Steer 48-54-60 in deck**	39		no bid- deleted from schedule D
26	**C05-1003-23 Zero Turn 60-72 in deck**	40		no bid- deleted from schedule D
27	**C06-1001-23 Utility Vehicle 6x4**	42		no bid- deleted from schedule D
28	**C06-1002-23 Utility Vehicle 4 Wheel Drive**	42		no bid- deleted from schedule D
29	**C-42-0026-23 Mower, 15 ft Road Side Mechaincial Drive Rotary**	43		no bid- deleted from schedule D
30	**C-62-0101RB-23 Loader, 4 Wheel drive 2.25 Cubic Yard Minimum Capacity**	44		no bid- deleted from schedule D
31	**38-0201HD.23 Loader, 4 Wheel drive, Articulated, 3.0 Cubic Yard Minimum Capacity**	46		no bid- deleted from schedule D
32	**05-00051.23 Crawler Dozer (30hp & up)**	49		no bid- deleted from schedule D
33	**30-00LT23 Light Tower, Trailer Mounted Diesel Engine**	56	yes	
34	**38-0501D-23 Fork Lift, Diesel Engine, 8,000 Lbs Capacity**	57		no bid - deleted from schedule D
35	**C56-051.23 Sewer and Catch Basin Cleaner Unit**	58		no bid - deleted from schedule D
36	**C42-0027.23 Mower, 15 ft Road Side Hydraulic Drive Rotary**	66		no bid - deleted from schedule D
37	**C10-010DD.22 Digger Derrick, with platform Body and FG through Box Light Tower**	67		no bid - deleted from schedule D
38	**C10-034AT.22 Aerial Tower, 34 Foot Working Height and Utility Body**	74		no bid - deleted from schedule D
39	**C10-045AT.22 Aerial Tower, 45 Foot Working Height and Utility Body**	80		no bid - deleted from schedule D

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).

1. - Spec. No. C03-2001CD-23	**Bidder Response (Indicate acceptance and/or provide alternate)**
9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM MOUNTED ON A DUAL REAR WHEEL CAB & CHASSIS SUPPLIED BY MDOT	

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	yes- as long as chassis delivery information is available at the time of order.
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	yes. -
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	yes
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	yes
1.5	All holes in cab and chassis frame rails shall be drilled or punched. **There shall be no flame/plasma cutting or welding on the frame side rails**	yes
1.6	Dump body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	yes
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	yes
1.8	Dump body shall be painted matching cab & chassis paint code	yes
1.9	Dump body hoist and sub-frame shall be painted black	yes
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	yes
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 **not** acceptable	yes
1.12	Factory paint codes shall be provided and aftermarket brand and paint codes shall be provided	yes
1.13	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with **NO** advertising on either side, provided and installed by vendor	yes
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	yes
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	yes
1.16	Dump body and hoist shall be mounted directly behind the truck cab	yes
1.17	All horizontal surfaces of dump body shall be dirt shedding	yes
1.18	Dump body dimensions shall be approximately 9 feet long inside and 87 inches wide outside	yes
1.19	Understructure shall be western-style cross-memberless	yes
1.20	Longsills shall be fabricated trapezoidal design, of 10 gauge steel	yes
1.21	Longsills shall be 7 inch height maximum	yes
1.22	Longsill interior shall be coated with SG-50A corrosion preventative compound	yes
1.23	Dump body floor shall be 7 gauge steel minimum	yes
1.24	Sides and tailgate shall be 12 gauge steel minimum	yes
1.25	Rear corner pillars shall have FMVSS #108 clearance lights mounted in rubber grommets	yes
1.26	Rear apron shall have three (3) FMVSS #108 lights mounted in rubber grommets connected with one-piece wiring harness	yes. -
1.27	Sides shall fold down with single lever control, be 14 inch height minimum and have greaseable hinges welded to underside of body	yes. -
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	yes. -
1.29	Sides shall be reinforced with braces and provide pockets for side boards	yes. -
1.30	Sides shall be of internal tapered design to keep material from collecting and hampering side operation	yes. -
1.31	Lock pin holes for sides shall be punched or drilled, flame or plasma cutting of holes is NOT acceptable	yes. -
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	yes. -
1.33	Top and bottom of tailgate shall be formed box design for added strength	yes. -
1.34	Tailgate top hinge plate shall be heavy duty, 1 inch minimum bearing surface for the hinge pins	yes. -
1.35	Tailgate hinge pins shall be 1-¼ inch C1045 cold rolled steel, lubricated by grease zerk	yes. -
1.36	Latch fingers shall be 1 inch thick	yes. -
1.37	Tailgate lower release mechanism shall be lubricated by grease zerk	yes. -

1.38	Head sheet shall be reinforced with braces	yes. -
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	cab protector. Bulhead is not fully screened but includes a 9" x 35" laser cut window to line up with the window in the cab
1.40	Hoist shall be Crysteel LB510 or approved alternate	yes. -
1.41	Hoist shall be:	yes. -
	a. NTEA Class “C” or Class 30 scissors under body type	yes. -
	b. Double acting, 12 volt electric over hydraulic power unit with momentary switch to be mounted in dash	yes. -
	c. 5-½ inch cylinder bore	yes. -
	d. 15-¼ cylinder stroke	yes. -
	e. 2 inch diameter chromed cylinder shaft	yes. -
	f. Cylinder port size shall be 9/16-18 ORB	yes. -
	g. 3250psi operating pressure	yes. -
	h. 9-¾ inch above frame mounting height	yes. -
	i. Sub frame to be full length, 3-¾ inch tall, fabricated “C” channel frame rails, 10 gauge steel	yes. -
	j. Rear hinge shall be 3-½ inch x 2-½ inch x ¼ inch x 36-½ inch structural angle	yes. -
	k. 1-5/16 inch x 4-3/8 inch greaseable hinge pins	yes. -
1.41	Dump angle shall be 45°	yes. -
1.42	Hoist controls shall be push button mounted on dash, floor mount controls are NOT acceptable	yes. -
1.43	Controls shall be automatic return to center type	yes controls have momentary up/momenrtary down switch
1.44	Dump body shall stop movement either up or down when controls are released	yes
1.45	Hydraulics shall be electric over hydraulic with pump, reservoir, and valve	yes
1.46	A “body raised” light shall be mounted in the dash to illuminate when body is not in the down position	yes
1.47	Back up alarm shall be electric, moisture resistant, approximately 95dba	yes
1.48	Rear bumper shall be I.C.C. type with hitch plate having 16 inch ground clearance	yes
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	yes (does not include a pintle hook. See enclosed option for pintle hook)
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)	yes - 3/4" D rings- not 5/8"
1.51	Lights shall be LED type and include:	yes
	a. Clearance lights	yes
	b. Rear stop	yes
	c. Rear turn	yes
	d. Rear tail	yes
	e. Backup Not enough room for this in the rear corner posts	no- there is only enough room in the coner post for one oval light cutouts. Backup lights are provided for by the OEM tail lights
1.52	All lights shall conform to all laws of the State of Michigan	yes
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 **No Exceptions**	yes
1.53	OEM tail lights shall be remounted in the hitch plate	yes
1.54	LED stop, tail, and turn lights shall be mounted in the corner posts of dump body	yes
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	yes
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 equivilent. 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 equvilent 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 swicth battey hot.	yes Note: correct Soundoff part number for Flasher on the rer corner post is EMPS20V38P
1.57	A Go-light with wireless control will be mounted on the roof of the cab	yes Model 7900GT
1.58	Body prop shall support empty body weight	yes
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	yes
1.60	Tarp system shall have aluminum wind guard	yes

1.61	Tarp shall be mesh type 84" X 12'	yes
1.62	Tarp shall be mounted to the head sheet of the dump body, exact location to be determined at preconstruction meeting	yes
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	yes
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:		**Crysteel**
Model	**See quote no DQO004394 for additional options**	**9' E tipper body, LB510 hoist**

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	yes
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	yes
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	yes
1.4	All holes in cab and chassis frame rails shall be drilled or punched. **There shall be no flame/plasma cutting or welding on the frame side rails**	yes
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. **Scotch locks are not acceptable.**	yes
1.6	Lift Gate platform dimensions shall be approximately 56 inches wide x 26 inches plus a 6 inch tapered ramp	yes
1.7	Platform shall be aluminum	yes
1.8	Platform shall be two piece folding type	yes
1.9	Platform lifting capacity shall be 1,500 lbs.	yes
1.10	Platform shall be power up and power down	yes
1.11	Power shall be 12 volt electric over hydraulic	yes
11.2	Control switch for up and down will be installed at the lift gate	yes
1.13	A master switch on/off switch will be provided in the truck cab.	yes
1.14	Lift Gate Operation shall not interfere with OEM installed receiver type trailer hitch	yes
1.15	Rear Veiw Camera shall be provided and wired to the factory viewing screen.	yes
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	yes
LIFT GATE, 1500 LB CAPACITY MOUNTED ON A ¾ OR 1 TON PICKUP SUPPLIED BY MDOT		
Make Offered:		Thieman
Model	**See quote no DQO004404 for additional options**	TT-15EST AL 56x26+6-2 PC

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	yes
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	yes
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	yes
1.4	All holes in cab and chassis frame rails shall be drilled or punched. **There shall be no flame/plasma cutting or welding on the frame side rails**	yes

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. **Scotch locks are not acceptable**	yes
1.6	Snow plow shall be 9' 2" wide in straight configuration	yes
1.7	Snow plow shall be capable of operation in:	yes
	a. Straight blade	yes
	b. Angle to left	yes
	c. Angle to right	yes
	d. V plow with discharge to right & left	yes
	e. Inverted V or scoop	yes
1.8	Power unit shall be electric over hydraulic for Lift, Angle, V and Inverted V.	yes
1.9	Controls shall be hand held type with wiring cable, in cab to control all functions.	yes
1.10	Moldboard shall be steel with option for Poly	yes pricing includes the poly moldboard
1.11	Blade shoes shall be provided	yes
1.12	Snow deflector shall be installed on top of moldboard	yes
1.13	Mounting kit shall be provided for make & model of truck that the snowplow is mounted on	yes
1.14	Head light kit with relay shall be provided for make & model of truck that the snowplow is mounted.	yes
1.15	All components shall be installed by vendor and will be fully operational when delivered.	yes
SNOW PLOW, 9' 2" V TYPE MOUNTED ON A ¾ OR 1 TON PICKUP SUPPLIED BY MDOT		
Make Offered:		Boss
Model	**See Quote no DQO004420 forDXT plow and DQO004421 for 9'2" XT plow**	9'2" DXT, trip edge with RT3 see enclosed quote for 9'2" XT full moldboard trip with RT3

4. - Spec. No. C03-2001CD-23		**Bidder Response (Indicate acceptance and/or provide alternate)**
9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM,TOOL BOX & FUEL TANK MOUNTED ON A DUAL REAR WHEEL CAB & CHASSIS SUPPLIED BY MDOT		
Dump Body		yes
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	yes as long as chassis delivery information is available at the time of order.
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	yes
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	yes
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	yes
1.5	All holes in cab and chassis frame rails shall be drilled or punched. **There shall be no flame/plasma cutting or welding on the frame side rails**	yes
1.6	Dump body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	yes
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	yes
1.8	Dump body shall be painted matching cab & chassis paint code	yes
1.9	Dump body hoist and sub-frame shall be painted black	yes
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	yes
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 **not** acceptable	yes
1.12	Factory paint codes shall be provided and aftermarket brand and paint codes shall be provided	yes
1.13	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with **NO** advertising on either side, provided and installed by vendor	yes

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	yes
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	yes
1.16	Dump body and hoist shall be mounted approximately 30 inch's behind the truck cab	yes
1.17	All horizontal surfaces of dump body shall be dirt shedding	yes
1.18	Dump body dimensions shall be approximately 8 feet long inside and 87 inches wide outside	yes- choice of either 8' or 9' body. If chassis has a large rear mounted fuel tank, the preferred choice may be a 9 ft body.
1.19	Understructure shall be western-style crossmemberless	yes
1.20	Longsills shall be fabricated trapezoidal design, of 10 gauge steel	yes
1.21	Longsills shall be 7 inch height maximum	yes
1.22	Longsill interior shall be coated with SG-50A corrosion preventative compound	yes
1.23	Dump body floor shall be 7 gauge steel minimum	yes
1.24	Sides and tailgate shall be 12 gauge steel minimum	yes
1.25	Rear corner pillars shall have FMVSS #108 clearance lights mounted in rubber grommets	yes
1.26	Rear apron shall have three (3) FMVSS #108 lights mounted in rubber grommets connected with one-piece wiring harness	yes
1.27	Sides shall fold down with single lever control, be 14 inch height minimum and have greaseable hinges welded to underside of body	yes
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	yes
1.29	Sides shall be reinforced with braces and provide pockets for side boards	yes
1.30	Sides shall be of internal tapered design to keep material from collecting and hampering side operation	yes
1.31	Lock pin holes for sides shall be punched or drilled, flame or plasma cutting of holes is NOT acceptable	yes
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	yes
1.33	Top and bottom of tailgate shall be formed box design for added strength	yes
1.34	Tailgate top hinge plate shall be heavy duty, 1 inch minimum bearing surface for the hinge pins	yes
1.35	Tailgate hinge pins shall be 1-¼ inch C1045 cold rolled steel, lubricated by grease zerk	yes
1.36	Latch fingers shall be 1 inch thick	yes
1.37	Tailgate lower release mechanism shall be lubricated by grease zerk	yes
1.38	Head sheet shall be reinforced with braces	yes
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	yes. Includes cab heght bulkhead with 1/4 cab protector. Bulhead is not fully screened but includes a 9" x 35" laser cut window to line up with the window in the cab
1.40	Hoist shall be Crysteel LB510 or approved alternate	yes
1.41	Hoist shall be:	yes
	a. NTEA Class "C" or Class 30 scissors under body type	yes
	b. Double acting, 12 volt electric over hydraulic power unit with momentary switch to be mounted in dash	yes controls have momentary up/momenrtary down switch
	c. 5-½ inch cylinder bore	yes
	d. 15-¼ cylinder stroke	yes
	e. 2 inch diameter chromed cylinder shaft	yes
	f. Cylinder port size shall be 9/16-18 ORB	yes
	g. 3250psi operating pressure	yes
	h. 9-¾ inch above frame mounting height	yes
	i. Sub frame to be full length, 3-¾ inch tall, fabricated "C" channel frame rails, 10 gauge steel	yes
	j. Rear hinge shall be 3-½ inch x 2-½ inch x ¼ inch x 36-½ inch structural angle	yes
	k. 1-5/16 inch x 4-3/8 inch greaseable hinge pins	yes
1.41	Dump angle shall be 45°	yes
1.42	Hoist controls shall be push button mounted on dash, floor mount controls are NOT acceptable	yes
1.43	Controls shall be automatic return to center type	yes
1.44	Dump body shall stop movement either up or down when controls are released	yes

1.45	Hydraulics shall be electric over hydraulic with pump, reservoir, and valve	yes
1.46	A “body raised” light shall be mounted in the dash to illuminate when body is not in the down position	yes
1.47	Back up alarm shall be electric, moisture resistant, approximately 95dba	yes
1.48	Rear bumper shall be I.C.C. type with hitch plate having 16 inch ground clearance	yes
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	yes (does not include a pintle hook. See enclosed option for pintle hook)
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)	yes D rings are 3/4"- not 5/8"
1.51	Lights shall be LED type and include:	yes
	a. Clearance lights	yes
	b. Rear stop	yes
	c. Rear turn	yes
	d. Rear tail	yes
	e. Backup	no- there is only enough room in the coner post for one oval light cutouts. Backup lights are provided for by the OEM tail lights
1.52	All lights shall conform to all laws of the State of Michigan	yes
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	yes
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 **No Exceptions**	yes
1.55	OEM tail lights shall be remounted in the hitch plate	yes
1.56	LED stop, tail, and turn lights shall be mounted in the corner posts of dump body	yes
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	yes
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 equivilent. 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 equvilent 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 swicth battey hot.	yes Note: correct Soundoff part number for Flasher on the rear corner post is EMPS20V38-P
1.59	Go-light with wireless control on the roof of the cab	yes
1.60	Body prop shall support empty body weight	yes
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	yes
1.62	Tarp system shall be window shade type	yes
1.63	Tarp system shall have aluminum wind guard	yes
1.64	Tarp shall be mesh type 84” X 12’	yes
1.65	Tarp shall be mounted to the head sheet of the dump body, exact location to be determined at preconstruction meeting	yes
Tool Box		yes
2.1	Tool box is 24" wide x 26" height x 60" length	yes
2.2	Tool box and door construction is 14 GA Steel	no- Tool box is unpainted type 304 stainless steel- not steel
2.3	Includes single swing door on streetside/road side	yes
2.4	Anchor latch with cylinder	yes
2.5	SS Door hinge	yes
2.6	Gas door spring prop	yes
2.7	48" Centered shelf	yes
2.8	Bolt on end panel	yes
2.9	304 Unpainted stainless steel	yes
Fuel Tank		yes
3.1	26" tall x 24" wide x20" deep transport tank	yes
3.2	Tank capacity is 51 GAL	yes
3.3	Tank is constructed of 10 GA Steel	yes
3.4	Tank includes a fill cap, a 3" female pipe fitting, and a vent on the top of the tank	yes
3.5	Tank includes a drain plug on the bottom of the tank	yes
3.6	Tank is 26" tall	yes
3.7	Tank is 24" wide	yes

3.8	Tank is 20" Deep	yes
9 FOOT DUMP BODY WITH FOLD DOWN SIDES, ELECTRIC OVER HYDRAULIC SYSTEM,TOOL BOX & FUEL TANK MOUNTED ON A DUAL REAR WHEEL CAB & CHASSIS SUPPLIED BY MDOT		
Make O	**see quote no DQO004397 additional for options**	Crysteel
Model Offered:		8' or 9' E tipper, LB510 DA hoist

5. - Spec. No. C03-20CU11-23		**Bidder Response (Indicate acceptance and/or provide alternate)**
	11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY ROOF TO BE INSTALLED ON MDOT CHASSIS	
	UTILITY BODY	
1.1	Winning bidder shall be notified when units are available for utility body. 90 day required delivery date shall start on this date	no- current lead time on custom serice bodies is 30-34 weeks. Depending on chassis availability, we may or may not be able to meet this requirement.
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	yes
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	yes
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	yes
1.5	All holes in cab and chassis frame rails shall be drilled or punched. **There shall be no flame/plasma cutting or welding on the frame side rails**	yes
1.6	Utility body shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible two part epoxy primer	yes
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	yes
1.8	Utility body shall be painted matching cab & chassis paint code	yes
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. **Scotch locks are not acceptable**	yes
1.10	Utility body approximate dimensions shall be:	yes
	a. 133 inches long	132"
	b. 93.5 inch body width	yes
	c. 53.5 inch floor width	53.5
	d. 26 inches floor to top of compartment	yes
	e. 20 inch compartment depth	yes
	f. 42.5 inch compartment height	yes
	g. 78 inch clear interior height	yes
	h. 86-½ inch canopy roof width	yes
	i. 15 inch, full length, two (2) per side interior shelves	yes
	j. 53 inch clear interior width	yes
	k. 12 inch x 30inch front window aligned with cab window with window guard	yes
	l. 50 inch rear door opening width, full height	yes
	m. 14 inch x 16 inch safety glass window in each rear door with window guards	yes
1.11	Two (2) rear doors shall swing out to sides and be watertight	yes
1.12	Automotive quality bubble type door seal shall be furnished on all compartment doors	yes
1.13	Understructure shall be 5 inch, 6.7 pound structural steel channel cross-members	4" structural tubing with 6" x 8.2 lbs/ft channel
1.14	Tie channels shall be 3 inch 4.1 pound structural steel channel	yes
1.15	Floor shall be 3/16 inch tread plate	yes
1.16	Front boxes shall be 14 gauge A/60 galvanneal steel	yes
1.17	Front and intermediate partition shall be A/60 galvanneal steel	yes
1.18	Rear partition shall be 12 gauge A/60 galvanneal steel	yes
1.19	Wheel house panels shall be 14 gauge A/60 galvanneal steel	exceed-12 ga, not 14 ga
1.20	Compartment sides shall be 14 gauge A/60 galvanneal steel	yes
1.21	Front bulkhead shall be 14 gauge A/60 galvanneal steel	yes
1.22	All shelving and dividers shall be 18 gauge steel minimum	yes
1.23	Doors shall be double panel construction, 20 gauge A/60 galvanneal steel	Exceed-14 ga outer with 18 ga inner
1.24	Hinges shall be 5/16 inch diameter, electro zinc steel rod type with stainless steel end bearings	MCB designed hidden hinge on all side compatments. Pin type hinges on rear doors

1.25	Door and compartment locks shall be flush mounted	yes
1.26	All locks shall be keyed alike	yes
1.27	All vertical doors shall be equipped with spring loaded door holder	yes- gas shock type door holders on vertical doors, Chains on horizontal doors
1.28	Master locking system shall be provided on all compartments with handles at rear	yes
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	yes
1.30	Interior shall have two roof mounted dome lights	yes
1.31	Street side compartments shall be:	yes
	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	yes
	b. Second vertical – 22” wide x 42.5 “ high x 20 “ Deep with 2 shelves with adjustable dividers	yes
	c. Horizontal – 54” wide x 21”high x 20 “ deep with one shelve with adjustable dividers, rubber mat installed on door	yes
	d. Rear vertical – 24” wide x 42.5” high x 20” deep with 2 shelves with adjustable dividers	yes
1.32	Curb side compartments shall be:	yes
	a. Front vertical – 32” wide x 42.5” high x 20 “ With 2 shelves with adjustable dividers	yes
	b. Second vertical – 22” wide x 42.5 “ high x 20 “ Deep with 2 shelves with adjustable dividers	yes
	c. Horizontal – 54” wide x 21”high x 20” deep with one shelve with adjustable dividers, rubber mat installed on door	yes
	d. Rear vertical – 24” wide x 42.5” high x 20” deep with 2 shelves with adjustable dividers	yes
1.33	All exterior lights on body shall be LED type, conform with Motor Vehicle laws of the State of Michigan and include:	yes
	a. Clearance	yes
	b. Stop	yes
	c. Tail	yes
	d. Turn	yes
	e. Back-up	yes
	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 equivilent. 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 equvilent 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 swicth battey hot.	Sound off 17", low profile, mini liight bar model ENRMB000EN on the roof of the cab and at the rear of the body. Two Sound off EMPS20V38-P 4" amber/grren lights mounted at the rear of the body - one on each side mounted as far out as possible above the rear doors
1.34	Rear bumper shall be step type with recess in center for Trailer hitch	yes
1.35	2 1/2” ID x 12” long receiver tube type trailer hitch	yes
1.36	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	yes
1.37	Two ¾” D-rings installed for trailer safety chains	yes
1.38	Eyelet for trailer breakaway cable	yes
1.39	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with **NO** advertising on either side, provided and installed by vendor	yes
1.40	Back up alarm shall be electric, moisture resistant, approximately 95dba	yes
1.41	An aerodynamic air bubble shall be furnished to be installed on the front panel above truck cab	yes
1.42	Install back up camera system including camera and viewing screen	yes
11 FOOT COVERED UTILITY BODY AND 78 INCH CANOPY ROOF TO BE INSTALLED ON MDOT CHASSIS		
Model	**See Quote no DQO004434 for options**	SB 132 M 5420H52-TF78
Make Offered:		Monroe Custom Body- MCB

6. - Spec. No. C03-3001CAP-23	**Bidder Response (Indicate acceptance and/or provide alternate)**
PICKUP CAP FOR 6.5 OR 8 FT BOX, FIBERGLASS, MOUNTED ON A 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 Fiberglass Topper	yes

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	yes
1.3	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	yes
1.4	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 not acceptable**	yes
1.5	Caps shall be available for GM, Dodge and Ford pickups with 6.5 ft., 8 ft. and other box sizes that may be available.	yes
1.6	Caps shall be fiberglass with molded and rolled fiberglass base rails.	yes
1.7	Caps roof shall be Tri-Cel honey comb reinforced	yes
1.8	Cap height shall be the same as the pickup cab height	yes
1.9	Cap shall have full width rear widow, hinged at top	yes
1.10	Cap shall have left and right side windows hinged at top	yes
1.11	Cap shall have locks on all windows, keyed the same	yes
1.12	Cap shall have full width front window that is removable for cleaning	hinged- fold down inside for cleaning
1.13	Cap shall have LED upper third brake to operate only with truck brake lights.	yes
1.14	Cap shall have LED interior dome light	yes
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 equivilent. 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 equvilent and will be mounted on cap posts on both sides, at top of the rear widoow height. Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one swicth battey hot.	Soundoff 17" low profile mini light bar model ENRMB000EN on the roodf of the cab and two Soundoff model EMPS20V38-P mounted at the rear. Light with be programmed to standard MDOT standard flash pattern and synced.
1.16	Cap shall color matched to the pickup it is installed on	yes
1.17	All required mounting kits, wiring harness and hardware shall be provided.	yes
1.18	All components shall be installed by vendor and will be fully operational when delivered.	yes
PICKUP CAP FOR 6.5 OR 8 FT BOX, FIBERGLASS, MOUNTED ON A PICKUP SUPPLIED BY MDOT		
Make C	**see Quote no DQO004435 with options**	Ranch
Model Offered:		Sierra Fiberglass topper

7. - Spec. No.C04-OSDS-23	**Bidder Response (Indicate acceptance and/or provide alternate)**
16 FT STAKE RACK BODY WITH SCISSORS HYDRAULIC LIFT AND CAB PROTECTOR MOUNTED ON A 35,000 lb GVW CAB & CHASSIS FURNISHED BY MDOT	
1.0 BASIC SPECIFICATIONS	
1.1 All holes in cab and chassis frame rails shall be drilled or punched. There shall be no flame/plasma cutting or welding on the frame side rails	yes
1.2 Successful bidder shall pick-up cab and chassis at MDOT's TSMO Fleet Operations 2522 W. Main St. Lansing, MI 48917	yes
1.3 Stake body and scissors lift shall have all bare metal surfaces pre-cleaned and prepped prior to applying a compatible red oxide or zinc chromate primer	yes
1.4 When painting continues over a manufacture's standard paint, metal prepping and primer may be omitted, providing an acceptable bond can be achieved	yes
1.5 Cab protector and stake body racks shall be painted orange matching Dupont IMRON #43106-U or equal	yes
1.6 Stake body shall be painted black	yes
1.7 Delivery shall be 120 days after truck chassis is available	Standard lead time for Tesco lifts is currently 210-240 days and installation of equipment is approx 90 days. If chassis lead times are less than 180 days, we cannot comply.
1.8 Pick up and Delivery shall be to MDOT TSMO Fleet Operations, 2522 W. Main St., Lansing, MI, 48917, between the hours of 8:00am and 2:30pm, Monday through Friday, except Public Holidays. Bidder shall contact Fleet Operations at least 48 hours prior to delivery	yes

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. Scotch locks are not acceptable	yes
1.10	Factory paint codes shall be provided and aftermarket brand and paint codes shall be provided	yes
1.11	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	yes
2.0 STAKE BODY		yes
2.1	Stake body shall be approximately 16 feet long by 96 inches wide	yes
2.2	Stake platform floor shall be non-skid tread plate, 3/16 inch minimum	yes
2.3	Steel rub-rail shall be 6 inch structural steel channels	yes
2.4	Long sills shall be 6 inch, 8.2 pound structural steel	yes
2.5	Cross-members shall be 4 inch structural channel on 12 inch centers	yes
2.6	Cross-members are to be gusseted with 9-¼ inch by 5-½ inch gussets at every cross sill	yes
2.7	Stack racks shall be 42 inches tall and of 14 gauge steel	yes
2.8	Stake pockets shall be 12 gauge steel	yes
2.9	Back up alarm shall be electric, moisture resistant, approximately 95dba	yes
2.10	Mud flaps shall be anti-sail type, plain rubber, ¼ inch thick, with NO advertising on either side, provided and installed by vendor	yes
2.11	Rear bumper shall be I.C.C. type with hitch plate	yes
2.12	Hitch plate shall be ¾ inch x 34 inch x 24 inch, bolted and welded to the chassis frame	yes
2.13	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	yes
2.14	D-rings for safety chains with a capacity for 20 ton trailer shall be installed on the hitch plate (location to be determined at pre-construction meeting)	yes- 3/4" D rings- not 5/8"
2.15	Eyelet for trailer breakaway cable	yes
2.16	All exterior lights on body shall be LED type, conform with Motor Vehicle laws of the State of Michigan and include:	yes
	a. Clearance	yes
	b. Stop	yes
	c. Tail	yes
	d. Turn	yes
	e. Back-up	yes
	f. Two (2) LED Strobe lights shall be mounted on cab guard. Lights will be ENRBC003Q Soundoff or equivilent. 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 equvilent and will be mounted on rear body on both sides. Light pattern to match the overhead strobe lights. All lights will be wired to flash in synchronization and shall be wired through one swicth battey hot.	yes- Low profile Sound off Mini light bar ENRMB000EN mounted under the cab guard for protection-one each side. Soundoff EMPS40V3A-P on each side at the rear
3.0 CAB GUARD		yes
3.1	A cab guard to protect the truck cab and hood shall be provided	yes
3.2	Cab guard shall be constructed of 2-½ inch x 2-½ inch x 3/16 inch minimum square tube and #9 expanded metal	yes
3.3	Cab guard shall be supported by front uprights attached to a 10 inch steel channel bumper to replace the OEM bumper	yes
3.4	Front uprights shall be spaced wide enough to allow the truck hood to be fully tilted forward	yes
3.5	The rear cab guard supports shall attach to the truck frame behind the cab	yes
3.6	All cab guard supports shall be gusseted against excessive side to side or front and rearward movement	yes
3.7	Cab guard shall be able to support a minimum of 700 pounds	yes
4.0 SCISSORS HYDRAULIC LIFT		Tesco -16HD
4.1	Preferred make and model shall be Tesco 8-16 HD or approved equal	yes
4.2	Lift net payload shall be 16,000 pounds	yes
4.3	Height of lift above ground shall be 14 feet minimum	yes

4.4	Hydraulic pump shall be hot shift PTO driven with over-speed protection	Hot shift pto- yes, overspeed protect no. If the truck goes into Regen mode when the platform is up, the pto will shut down and the lift will be inoperable except for the emergency 12 volt emergency pump. We will install a brake actuated relay that will prevent the pto form being operable, unless the parking brake is acuated.
4.5	Hydraulic pump shall be 20 GPM capacity gear pump	No- pump will be a load sense, pressure compensated pump rated for 1900 RPM max. If the truck goes into regen and revs, the pump will simply destroke and the hydraulic system will not overheat
4.6	Hydraulic reservoir shall have enough capacity to prevent air entrapment in the suction line with all cylinders fully extended	yes
4.7	A high pressure in-line filter shall provided	yes
4.8	Four hydraulic outriggers/stabilizers shall be provided with cylinder covers to protect cylinder shafts	yes
4.9	Forward two outriggers shall be located near the front of the lift	yes
4.10	Rear two outriggers shall be located behind the rear spring hangers of the chassis	yes
4.11	All outriggers shall include a double acting cylinder with dual pilot operated check valves to assure no unplanned motion in either direction	yes
4.12	No hoses shall be installed between the check valves and the cylinders	no- oem manufacurer uses hose to plumb the counterbalance valve
4.13	95dba audible alarm shall sound whenever outriggers are in motion	yes
4.14	Outrigger controls shall be mounted so operator has clear view of the outrigger being operated	yes- outrigger controls on each side for viewing
4.15	95dba audible alarm shall sound whenever the lift is descending	yes
4.16	A “body raised” light shall be mounted in the dash to illuminate when lift is not in the stowed position	yes
4.17	“Body raised” light shall be activated by an epoxy sealed, magnetic proximity switch, Grainger part # 6C834 or Omron type TL-W20ME2 12V - 24V **No Exceptions**	yes
4.18	Blocking device shall be permanently attached and capable of being locked in position to prevent inadvertent lowering of the body during maintenance or inspection	yes
4.19	Lift shall have upper and lower control stations equipped with Emergency Engine Start/Stop switches	yes
4.20	Lower controls shall override upper controls	yes- includes engine stop/start at upper
4.21	Lift shall have two (2) telescopic, three sleeve, 6 inch x 72 inch, high pressure cylinders	yes
4.22	An emergency hand pump shall be provided to return the unit to its fully stowed position in the event of a main hydraulic system failure	the emergency pump is 12 volt electric operated so it can be operated when the platform is raised. Hand pump can only be operated from the ground.
4.23	Safety interlock shall prevent raising the body if the outriggers are not extended and to prevent retracting the stabilizers if the body is not fully lowered	yes
4.24	Safety interlock shall also prevent driving the truck when outriggers are extended or the body is raised/dumping	yes
16 FT STAKE RACK BODY WITH SCISSORS HYDRAULIC LIFT AND CAB PROTECTOR MOUNTED ON A 35,000 lb GVW CAB & CHASSIS FURNISHED BY MDOT		
Make Offered:		Tesco
Model	**See quote no DQO004403 For additional options options**	Tesco 8-14HD, ASLT80014KND-2

16. - Spec. No. C62-0101RB-23	**Bidder Response (Indicate acceptance and/or provide alternate)**
TRUCK MOUNTED SWEEPER ROTARY BROOM TYPE, HYDRAULIC DRIVE WITH AUXILIARY ENGINE	
1.0 BASIC SPECIFICATIONS	yes
1.1 Delivery shall be 120 days ARO	yes
1.2 Vendor shall pick up truck at MDOT Lansing A&E Facility, 2522 W. Main St., Lansing, MI 48917, install the complete sweeper broom package and deliver the completed unit to the same address	yes
1.3 All holes in cab and chassis frame rails shall be drilled or punched. There shall be no flame/plasma cutting or welding on the frame side rails	yes

1.4	Sweeper assembly shall be front mounted, hydraulically driven, auxiliary engine powered, capable of sweeping 30° to the left or right with a self adjusting brush pattern	yes
1.5	Auxiliary engine power components shall be steel skid mounted and self contained for ease of installation or removal	yes
2.0 HYDRAULIC SYSTEM		yes
2.1	Hydraulic system shall provide a minimum of 20gpm at a minimum 2,000psi with a pressure relief in the system	19 GPM of hydraulic flow
2.2	All hoses shall be of adequate pressure rating and size for minimum heat build up	yes
2.3	Hoses and ORFS fittings from the broom to the front of the truck shall be supplied	yes
2.4	Hydraulic tank shall have a minimum 14 gallon capacity	yes
2.5	Hydraulic filtration shall be on the return line and have a maximum 25 micron filter	yes
2.6	Relief valve shall be preset at 2,000psi	yes
2.7	An electric operated broom on/off valve for in cab operation shall be provided	yes
3.0. BRUSH AND BRUSH DRIVE		
3.1	Brush drive shall be of the “quick change” design allowing the brush to be removed and replaced without disconnecting hydraulic lines	yes
3.2	Brush shall be retained in the brush frame by a maximum of four (4) bolts on each side for quick and easy brush change	yes
3.3	Brush shall be driven by two (2) hydraulic wheel motors mounted to the brush frame	Single high torque 18 cu.in. hydraulic motor
3.4	Motors shall drive the brush directly with a keyed, tapered shaft mounted to a hexagonal hub and inserted into the matching hexagonal drives on the brush core	6 spline motor shaft mates with 6 spline core hub to drive the brush core.
3.5	Hydraulic motors and core shall not extend more than 6 inches wider than the brush	Hydraulic drive motor extends 9 Inches beyond brush width. 99.10 in. total broom width, one side only because it is a single motor
3.6	Additional bearings outside the motors to support the core shall not be acceptable	Core is supported by heavy duty greaseable pillow block bearings
3.7	Brush shall be 7 foot wide x 32 inches in diameter	No- 7 ft wide x 25" diameter- not 32"
3.8	Sectional type convoluted brushes shall be poly/wire combination	Poly/wire flat wafers and spacers
3.9	Poly/wire sections shall have multiple wire wrap with mechanical clamp or poly melt for bristle retention	yes
3.1	Single wire sections shall NOT be acceptable	yes
3.11	Brush core shall be made of a single heavy duty round tube with 5/8 inch square tubing welded on the tube in three (3) locations to drive the 10 inch ID wafer type brush segments	M-B Tri-core type core 6 3/8” ID
3.12	Brush core shall be the same on both ends and can be reversed from side to side to insure even brush wear	yes
3.13	Brush hood shall be detachable, 16 gauge steel that covers 120° of the top of the brush and each end	Hood covers 130° of brush.
4.0 BRUSH AND ENGINE CONTROLS		yes
4.1	Brush and engine controls shall be in the cab	yes
4.2	Brush on/off valve shall be electric and controlled from the cab	yes
4.3	Brush speed shall be controlled by the engine speed	yes
4.4	Engine start/stop, throttle, and choke controls shall be in a cab mounted control box	yes
4.5	Hydraulic angle change shall allow operator to hydraulically angle brush right and left from the cab	yes
4.6	Hydraulic brush lift shall allow operator to hydraulically raise the sweeper from the cab,	yes
4.7	Brush speed shall be controlled by the truck mounted hydraulic system	yes- cab controlled throttle for speed control
5.0 SWEEPER CONSTRUCTION		
5.1	Brush frame shall be heavy ¼ inch seamless tube, welded plate and angle construction	yes
5.2	Mounting frame shall be welded heavy duty plate, angle, and channel iron	yes
5.3	Two (2) steel storage stands shall be bolted to the brush frame, used to extend the brush life by storing the sweeper up off the brushes when removed from the truck	yes
5.4	Red indicator flags connected to the end of the two rods shall be attached to each end of the brush hood used to locate the sides of the brush head when in operation	yes
6.0. ENGINE		
6.1	Engine shall be a water cooled gasoline engine	no air cooled
6.2	Engine shall be a minimum 28 net horsepower at 2,300rpm	747cc gas Kohler EFI engine 26.5 HP
6.3	Fuel tank shall be a minimum 14 gallon capacity	25 gallon
6.4	Electrical system shall be 12 volt with a 40 amp alternator	yes
6.5	Battery box shall be open type for the supplied heavy duty battery	yes
6.6	A Donaldson dual element air filter including primary and secondary elements shall be provided	Donaldson style heavy duty filter, engine manufacture supplied to maintain engine

6.7	The truck engine air filter shall be a two stage Farr type system with a restriction indicator and a minimum of 370-470cfm rating or if required a larger rating to match the truck engine requirements permanently mounted to the truck	yes
7.0. PALLET MOUNTING		yes
7.1	Complete engine/hydraulic system shall be mounted on a steel pallet for permanent or temporary installation in the truck	yes
7.2	Complete system shall be able to be disconnected and removed from the truck in one piece	yes
TRUCK MOUNTED SWEEPER ROTARY BROOM TYPE, HYDRAULIC DRIVE WITH AUXILIARY ENGINE		
Make C	**see Quote no DQO004407 for details**	MB-Companies
Model Offered:		SHL-TR Broom,EFI Kohler, 26.5 HP

17. - Spec. No. C67-008T-23		**Bidder Response (Indicate acceptance and/or provide alternate) Towmaster quote**
TRAILER, 8 TON, TANDEM AXLE WITH RAMPS		
1.1	GVWR shall be 16,800 pounds or greater	14,000 lbs GAWR, 17,380 GVWR
1.2	Lockable toolbox in tonque	yes
1.3	Deck length shall be 18' with 5' loading ramps without a beavertail	yes
1.4	Deck width shall be 82 inch I.D. between fenders Minimum. Overall width not to exceed 102"	yes
1.5	Deck height shall be 20" Maximum	deck height is 25"
1.6	Brakes shall be electric type, all four (4) wheels, with brake away switch and 12 volt wet cell breakaway battery and a pintle ring coupler	yes
1.7	Brakes and pintle coupler shall be appropriate for GVWR	yes
1.8	Pintle coupler shall be adjustable in height	yes
1.9	Axles shall be Torflex #7,000 pound capacity minimum, each	yes
1.10	A 12,000 pound drop leg jack shall be provided	yes
1.11	Main frame and cross members shall be I beam construction	YES-8" main frame Jr I beam longitudinal with 3" Jr I beam cross members
1.12	Deck material shall be 2 inch rough sawn oak fastened to all cross-members	2" NOMINAL oak
1.13	Safety chains with latching hooks shall be provided that are appropriate for the trailer GVWR	YES
1.14	Rear ramps shall be 5 feet long, hinged at rear, with securing straps for transport, and have spring assist	YES
1.15	Wheels shall be 6 or 8 bolt dish type	8 BOLT RIMS, 235/85R16 TIRES
1.16	Trailers shall have minimum of three (3) 4,000 pound D-rings on each side, 2 D rings on the front bulkhead	yes
1.17	Complete understructure of trailers shall be painted with high quality baked on enamel	polyeurethane paint
1.18	Steel fenders shall be provided	yes
1.19	Stop, tail, clearance, and turn signals shall be LED type, four (4) tail light system wired for turn signals independent of stop	yes
1.20	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	yes
1.21	Trailer connector shall be routed through a weather-proof junction box mounted on the side of the tongue "A" frame	yes
1.22	NO Scotch locks will be accepted	yes
1.23	All wiring shall be in weatherproof loom	yes
1.24	All wiring shall be mounted to limit damage from crush of pinch type damage	yes
TRAILER, 8 TON, TANDEM AXLE WITH RAMPS		
Make Offered:		Towmaster
Model	**see quote no DQO004423**	TC-14D

17. - Spec. No. C67-008T-23		**Bidder Response (Indicate acceptance and/or provide alternate) Integrity Quote**
TRAILER, 8 TON, TANDEM AXLE WITH RAMPS		
1.1	GVWR shall be 16,800 pounds or greater	no- twin 7000 lbs axle-14000 capacity, GAWR(if we upgrade to 8000 lbs axles, the outside width of the trailer will be 105")
1.2	Lockable toolbox in tonque	yes Buyers type aluminum no 1701380
1.3	Deck length shall be 18' with 5' loading ramps without a beavertail	yes

1.4	Deck width shall be 82 inch I.D. between fenders Minimum. Overall width not to exceed 102”	yes
1.5	Deck height shall be 20” Maximum	yes
1.6	Brakes shall be electric type, all four (4) wheels, with brake away switch and 12 volt wet cell breakaway battery and a pintle ring coupler	yes
1.7	Brakes and pintle coupler shall be appropriate for GVWR	yes
1.8	Pintle coupler shall be adjustable in height	yes
1.9	Axles shall be Torflex #7,000 pound capacity minimum, each	yes
1.10	A 12,000 pound drop leg jack shall be provided	yes
1.11	Main frame and cross members shall be I beam construction	no. Cross members are 4" channel on 18" centers. Longitudinal is 7" x 4" x 3/8" angle
1.12	Deck material shall be 2 inch rough sawn oak fastened to all cross-members	no-1.5" rough sawn oak
1.13	Safety chains with latching hooks shall be provided that are appropriate for the trailer GVWR	yes
1.14	Rear ramps shall be 5 feet long, hinged at rear, with securing straps for transport, and have spring assist	yes
1.15	Wheels shall be 6 or 8 bolt dish type	
1.16	Trailers shall have minimum of three (3) 4,000 pound D-rings on each side, 2 D rings on the front bulkhead	yes
1.17	Complete understructure of trailers shall be painted with high quality baked on enamel	
1.18	Steel fenders shall be provided	yes
1.19	Stop, tail, clearance, and turn signals shall be LED type, four (4) tail light system wired for turn signals independent of stop	yes
1.20	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	yes
1.21	Trailer connector shall be routed through a weather-proof junction box mounted on the side of the tongue “A” frame	comply
1.22	NO Scotch locks will be accepted	comply
1.23	All wiring shall be in weatherproof loom	yes
1.24	All wiring shall be mounted to limit damage from crush of pinch type damage	yes
	TRAILER, 8 TON, TANDEM AXLE WITH RAMPS	
Make Offered:		Integrity
Model	**See quote no DQO004414 with options**	18' heavy Duty Skid Steer/Tractor trailer

18. - Spec. No. C67- 20T-LP-23		**Bidder Response (Indicate acceptance and/or provide alternate)**
	TRAILER, 20 TON, LOW PROFILE FLATBED WITH BEAVER TAIL and RAMPS	
1.1	Payload capacity shall be 40,000 pounds	yes
1.2	Overall deck length shall be 24 feet	yes
1.3	Deck length shall be 19 feet without beavertail	yes
1.4	Brakes shall be 4 – wheel (both axles), air actuated	yes
1.5	ABS air brake controls shall be on one axle only	yes
1.6	Head board shall be a minimum of 4 inch heigh, full width	yes
1.7	Two (2) loading ramps shall be 21 inches wide x 5 feet long, hinged at the beavertail with two-way spring assist	yes
1.8	Deck width shall be 102 inches	yes
1.9	Loaded deck height shall be 32 inches MAXIMUM	yes
1.10	Deck shall be of 1 ½ inch thick oak	yes
1.11	Beavertail shall be approximately five (5) feet long with traction aids	yes
1.12	Hitch shall be pintle type, 3 inch ID, adjustable from 20 inches to 32 inches	yes
1.13	Main beams shall be 10 inch I-beam minimum	yes
1.14	Cross members shall be 4 inch I-beam minimum on 16 inch centers	no-3" jr I beam grade 80, 16" centers
1.15	Axles shall be dual wheel, 20,000 pound minimum each	yes- 25K
1.16	Tires shall be 215/75R17.5, 16pr, radials	235/75R17.5 H
1.17	Wheels shall be disc (Budd) type	hub piloted
1.18	Spare wheel and tire shall be provided	yes- mounting bracket included
1.19	Tongue jack shall be 25,000 pound two speed	yes
1.20	Four (4) 10,000 pound capacity d-rings shall be provided per side	yes
1.21	Paint color shall be orange	yes
1.22	Lower structure shall be coated with rust-proofing	no- but fully painted

1.23	All lights (stop, tail, turn, clearance) shall be LED type	yes
1.24	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	yes
1.25	All wiring shall be weather proof, no scotch locks will be accepted	yes
1.26	Safety chains shall be appropriate for the GVWR of the trailer	yes
	TRAILER, 20 TON, LOW PROFILE FLATBED WITH BEAVER TAIL and RAMPS	
Make C	**see quote no DQO004425**	Towmaster
Model Offered:		T-40LP

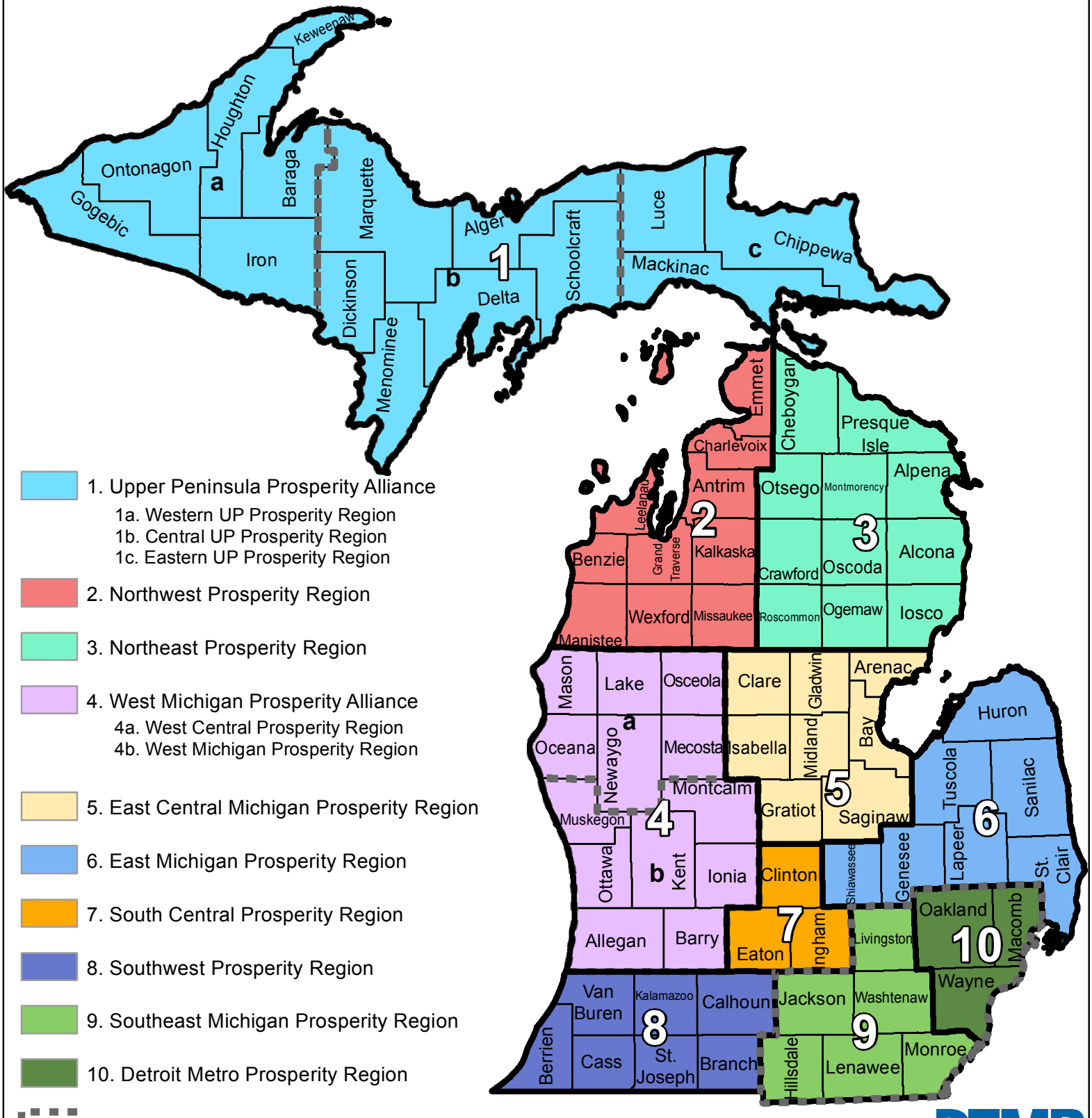
19. - SPEC. NO. C70-0001-23		**Bidder Response (Indicate acceptance and/or provide alternate)**
	WELDER/GENERATOR, SKID MOUNT, 350 AMP, DIESEL ENGINE	
1.1	Unit shall have 2 generator system, 4-Pole, 3-phase Generator for welding arc and separate 12,000 watt Power generator	No- only single generator system Single phase power only
1.2	Skid Mounted with Lift eye	2 point lift
1.3	DC Stick capacity, 20-400A	DC stick -35-330A
1.4	DC TIG capacity, 20-400A	DC tig-35-330A
1.5	MIG/FCAW capacity, 14-40 V	yes
1.6	Generator output, Peek 12,000 W	11.5KW
1.7	Single phase generating peak output 12,000 W	11.5kW
1.8	Generator output, Continuous 10,000 W	yes
1.9	Engine, Diesel 24 HP at 1,800 RPM	24.8HP
1.10	Fuel tank Capacity, 11.5 gallons	10 gal bolt on tank
1.11	Cold Weather Starting Aids:	yes
	a. Engine Block Heater	yes
	b. Glow Plugs	yes
1.12	Engine idle speed 1500 RPM	1700
1.13	Engine shutdown system for high coolant temp, Low oil pressure, low fuel	yes
1.14	Overall height, 32 inches	27"
1.15	Overall width, 26 inches	21.9"
1.16	Overall length, 56 inches	48.2"
1.17	Approximate weight, 1,100 lbs.	750 lbs
	WELDER/GENERATOR, SKID MOUNT, 350 AMP, DIESEL ENGINE	
Make C	**see quote no DQO004408 with options**	Vanair
Model Offer:		Air & Arc 330D

33. - Spec. No. 30-00LT23		**Bidder Response (Indicate acceptance and/or provide alternate)**
	LIGHT TOWER, TRAILER MOUNTED DIESEL ENGINE	
1.1	Total weight: 1550 pounds	yes
1.2	Over all length: 176 inches	yes
1.3	Transport height: 66 inches	yes
1.4	Overall width: 47 inches	yes
1.5	Max. Tower height: 30 Feet	yes
1.6	Wind stability of 65 mph at full height	yes
1.7	Ground clearance: 8 inches	yes
1.8	Tire Size: 13 inches	yes
1.9	Winch Capacity: 1,500 pounds	yes
1.1	Winch wire rope: 3/16	yes
1.11	Fuel tank capcity: 30 gallons	yes
1.12	Engine run time per fuel tank 3/4 load: 64 hours	yes
1.13	Engine type: Diesel	yes
1.14	Engine HP: 12 min	yes
1.15	Engine cylinders: 3	yes
1.16	Engine RPM: 1800	yes
1.17	Engine cooling: liquid	yes
1.18	Engine auto shut down: low oil presssure / high temp	yes
1.19	Maximum generator output: 6,000 watts	yes
1.2	Continuous generator output: 6,000 watts	yes
1.21	Voltage: 120/240	yes
1.22	Amps at 120 volts: 50	yes
1.23	Amps at 240Volts: 25	yes

1.24	Recepticales: 2, 120 volt GFCI protected	yes
1.25	Flood Lights: (4) Metal Halide	yes
1.26	Lumens: 440,000	yes
1.27	Light coverage: 5 to 7 Acres	yes
1.28	Sound level at 23 feet: 73 db Max.	yes
1.29	Trailer hitch: 2 inch ball, adjustable height, with safety chains with spring loaded safety hooks	yes
1.3	Trailer coupler: spring loaded bull dog type	not available, 2" and 2.5" pintle
1.31	Trailer Lights: DOT approved tail, stop and turn LED type	yes
1.32	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	yes
1.33	All wiring shall be weather proof, no scotch locks will be accepted	yes
1.34	Trailer to have rear mounted screw adjustable rear out	yes
	riggers and tounge jack	
1.35	Housing shall consit of a roof or head along with hinged side doors which shall lock in place	yes
1.36	Housing shall have access panels for servicing	yes
1.37	Engine control panel shall include hour meter, circuit breakers, light swicthes and key start	yes
1.38	Paint shall be manufacturer's standard color	yes
1.39	2 - Service manual	yes
1.4	2- Parts manual	yes
LIGHT TOWER, TRAILER MOUNTED DIESEL ENGINE		
Make Offered:	**see Quote no DQO004417 with options**	Wanco
Model Offered:		WLT standard laydown light tower

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

8/6/2013

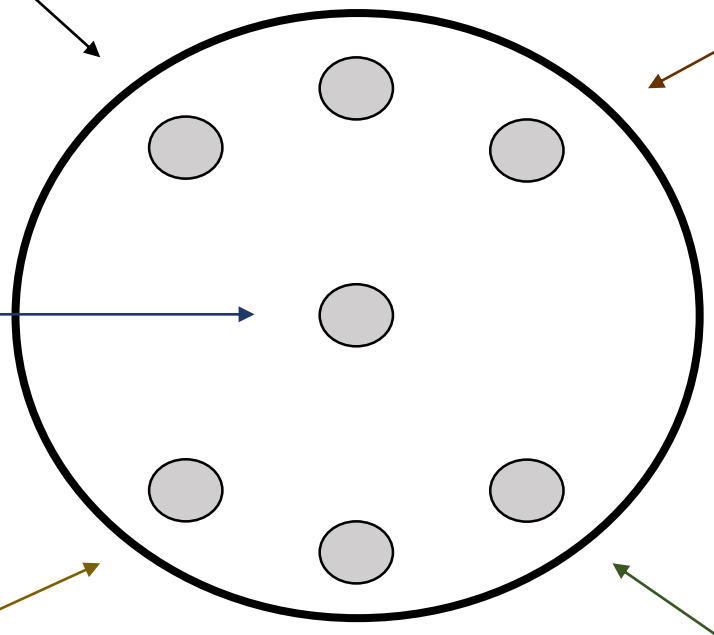
DTMB Technology, Management & Budget

Schedule F - Trailer Wiring Diagram

#2 – Black Key-On Power Terminal

#1 – White Ground Return to Towing Vehicle

#6 – Brown Tail Lamp, Three-Bar Marker Lamps and Other Clearance or Marker Lamps



#7 – Blue Electric Brakes

#3 – Yellow Left Turn Directional, Disability and Stop

#4 – Red Stop Lamps (Required for 4-Lamp System)

#5 – Green Right Turn Directional, Disability and Stop

MDOT
Michigan Department of Transportation

(Use Std J560 Connector)

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

Rev Date: 03/04/2015