



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. **240000000095**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	D & K Freightliner/Western Star/Isuzu of Lansing
	3020 Snow Rd.
	Lansing, MI 48917
	Edward Merrill
	(517) 484-1905
	emerrill@dktruck.com
	CV0019340

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: Cab & Chassis Heavy Trucks			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 14, 2023	November 30, 2028	2, 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 #230000002703. Orders for delivery will be issued directly by the Department in accordance to Schedule A, section 5.1 Authorizing Document.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$15,000,000.00

FOR THE CONTRACTOR:

D & K Freightliner/Western Star/Isuzu of Lansing
Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Chelsea Lugibihl – Category Director
Name & Title

DTMB Procurement
Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and D & K Freightliner/Western Star/Isuzu of Lansing (“**Contractor**”), a Michigan Corporation. This Contract is effective on 11/14/2023 (“**Effective Date**”), and unless terminated, will expire on 11/30/2028 (the “**Term**”).

This Contract may be renewed for up to 2 additional one-year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables (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.	Edward Merrill D & K Truck Company, Inc. 3020 Snow Rd. Lansing, MI 48917 emerrill@dktruck.com 517-484-1905 Ext, 5129

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 320 South Walnut Street, Elliot Larsen Building, 2 nd Floor Lansing, MI 48933 dufoury@michigan.gov (517) 249-0455	Edward Merrill D & K Truck Company, Inc. 3020 Snow Rd. Lansing, MI 48917 emerrill@dktruck.com 517-484-1905 Ext, 5129

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

State:	Contractor:
Scott Poyer Poyers@michigan.gov (517) 284-6448	Edward Merrill D & K Truck Company, Inc. 3020 Snow Rd. Lansing, MI 48917 emerrill@dktruck.com 517-484-1905 Ext, 5129

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 Contractor for Contract Activities accepted by the State under this Contract or (ii) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 25, Termination for Convenience.

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

25. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason or no reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities

immediately. Contractor must submit all invoices for Contract Activities accepted by the State within 30 days of the date of termination. Failure to submit an invoice within that timeframe will constitute a waiver by Contractor for any amounts due Contractor for Contract Activities accepted by the State under this Contract, or (b) continue to perform the Contract Activities in accordance with Section 26, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

- 26. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 27. Return of State Property.** Upon termination or expiration of this Contract for any reason, Contractor must take all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to the Contractor by any entity, agent, vendor, or employee of the State.
- 28. Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

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

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

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

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

29. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
30. **Limitation of Liability and Disclaimer of Damages.** **IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
31. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (3) any complaint filed in a legal or administrative proceeding alleging the Contractor or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this

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

- 32. State Data.** All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing or commercial purposes.
- 33. Reserved.**
- 34. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.
- a. Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; or, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At

the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. **Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. **Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

35. Reserved.

36. Reserved.

37. Reserved.

38. **Records Maintenance, Inspection, Examination, and Audit.** Pursuant to MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

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

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

- 39. Representations and Warranties.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 24, Termination for Cause.
- 40. Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 41. Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.

42. Reserved.

43. Reserved.

44. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

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

46. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Contractor waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint an agent in Michigan to receive service of process.

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

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

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

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is

unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

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

51. Schedules. All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Document Title	Document Description
Schedule A	Statement of Work
Schedule B	Pricing – 2 nd Tier
Schedule C	Insurance Requirements
Schedule D	Specifications
Schedule E	Affidavit for Driver Delivery

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.

D & K FREIGHTLINER/WESTERN STAR/ISUZU OF LANSING

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 240000000095

Vehicles – Cab & Chassis Trucks

BACKGROUND & BIDDING PROCESS

Pre-Qualification of Domestic Auto Dealers for Cab & Chassis Manufacturers.

- The State of Michigan is issuing a request to prequalify domestic automobile dealers interested in providing Cab & Chassis vehicles for the State of Michigan, and Extended Purchasing Participants.
- The purpose of the pre-qualified program is to create a mechanism in which a range of qualified domestic auto dealers can bid on various vehicles in a short period, thus providing maximum value to the State, and Extended Purchasing Participants.
- Pre-qualification does not guarantee any specific vehicles, quantities, or volume but rather pre-qualifies dealers to bid on various vehicle categories.
- Domestic truck dealers for domestic makes are approved to pre-qualify for State contracts. The State in its sole discretion reserves the right to amend approved makes.
- Contractors must complete pre-qual documents and submit them, with attachments.
- This request is issued to Qualify Bidders based on their capabilities, qualifications, and previous experience.
- Contractors will be enrolling in the Cab & Chassis Pre-Qualification program. The State of Michigan reserves the right to open enrollment for pre-qualification as needed.
- Contractors that do not submit a response to this pre-qualification application by the deadline will be considered **unresponsive**. It is the State's intent to qualify dealers, at intervals deemed to be in the best interest of the State.
- The dealer's pre-qualification status is valid for the duration of this contract. However, the State reserves the right to remove any dealer from the pre-qualification program in its sole discretion. Issues regarding Contractor performance shall be documented and addressed with the Contractor. Performance issues may result in limited awards and/or not exercising contract options.
- All cab & chassis dealers must become pre-qualified at this time in order to participate in any current or upcoming bid solicitations.
- All Bidders that become pre-qualified will be issued a contract, subject to State Administrative Board approval.

- Contracts shall contain specifications, and terms and conditions for State and Extended Purchasing Participants.
- Dealers may only bid on the makes of vehicles they are approved for.
- During bid cycles, vehicles will be awarded to pre-qualified dealers based on a combination of meeting specifications and offering the lowest price, by either individual vehicle make and model, or category grouping. Category groupings shall be determined by the State and are subject to change. Awards will be made by specification number, per make and model, and/or model category, and/or model groups.
- Once awarded, Dealers are obligated to provide that model at the bid price for a complete model year with an option to hold, “roll-over” the pricing for subsequent model years. Contractors who rollover a vehicle, shall retain that vehicle in their contract for the next model year.
- Pricing for rollover vehicles are fixed for the full model year in which the vehicle was rolled over.
- Vehicles NOT rolled over shall be included in the bidding pool for the next model year. All pre-qualified dealers are approved to submit pricing for the vehicles in the bidding pool for the new model year.
- Dealers can only sell makes and models specifically listed on their price pages for the current model year.
- Delivery fees charged to Extended Purchasing Participants will be a maximum of \$2.50 per mile starting at the first mile (dealer location) to the destination (delivery address provided by ordering entity).

SCOPE

Purchase, maintenance & repair of Heavy-duty trucks

REQUIREMENTS

1. General Requirements

1.1. Product Specifications

The Contractor must provide the following:

Cab and Chassis vehicles per Schedule D - Specifications.

All vehicles to be furnished hereunder shall conform to the attached specifications (Schedule D – Specifications). If equipment does not fully comply with specifications, dealers shall include a list of designated exceptions to specifications. When no statement of exception is indicated, conformance to specifications will be required. Exceptions must be registered with the item number(s) to which it applies and list the description of equipment involved. This information shall be submitted electronically with the bid submittal via www.michigan.gov/SIGMAVSS. The State reserves the right to accept or reject exceptions to the specification.

A. New Equipment

All vehicles must be new and of the manufacturer’s current models in production at the time of order. All standard or optional equipment to be included shall be as advertised

by the manufacturer (OEM) and factory installed and shall not consist of substitute or after-market equipment. Equipment not available from the factory may be dealer installed, in compliance with specifications.

B. Options

The Contractor shall provide options for Cab & Chassis at the lowest price available to all ordering entities.

1.2. Warranties

Email, phone call or visit is sufficient to process warranty. Additional accommodations can be made while vehicle is in the field or for parts replacement if needed for customer time constraints. Immediate shipment of parts for breakdowns are offered. Times vary based on vehicle failure. Warranties are provided thru the manufacturer.

Contact for party responsible for the warranty: D & K TRUCK SERVICE DEPT. 3020 SNOW RD, LANSING, MICHIGAN 48917. S MGR RMAY 517-484-1905

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

1.3. Recall Requirements and Procedures

The Contractor shall notify the State and/or the ordering entity within 48 hours of a recall notice.

1.4. Incentives

Trade in, return policies are options.

1.5. Transition

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

2. Service Requirements

2.1. Timeframes

Delivery shall be within:

- a) 90-120 calendar days after receipt of the order for Cab & Chassis without body equipment.
- b) 120-240 calendar days after receipt of order for Cab & Chassis equipped with Dump, Stake, or Van Type Bodies.
- c) The Contractor and the State, or Ordering Entity, may mutually agree upon alternate schedules in writing. Deviations from the agreed upon schedule exceeding seven (7) calendar days shall be subject to section 10, Invoice Credits.

The receipt of order date is pursuant to the **Notices** section of the *Standard Contract Terms*.

Pending production/supplier supplies, model, make, and customer options selected can change estimated delivery dates, and listed delivery times can only be estimates.

2.2. Delivery

a) F.O.B. delivered Items.

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

b) F.O.B. dealership Items

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

All deliveries occur during the hours of 8 am to 5 pm EST Monday through Friday, or at an alternate time mutually agreed upon by both parties.

2.3. Technical Support and Repairs

The Contractor shall specify its toll-free number for the State to make contact with the Contractor for technical support, repairs and maintenance. The Contractor shall be available for calls and service during the hours of 8 am to 5 pm EST.

Toll-free number: 1-800-968-1905

2.4. Training

The dealer shall provide access for State and Ordering Entity mechanics to all on-line service and repair information including service bulletins for all vehicles purchased. The dealer shall provide access for State and Ordering Entity mechanics to service and repair training for the models purchased. Training shall be similar to the training offered to dealership mechanics.

2.5. Reporting

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

2.6. Meetings

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

3. Staffing

3.1. Contractor Representative

The Contractor must appoint an individual 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.

3.2. 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 EST Monday through Friday, at a minimum. Identify customer service availability for this proposal by hours and days of the week.

24hrs, 7 days week, 1-800-385-4357

3.3. 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 EST Monday through Friday at a minimum. Identify availability for this proposal by hours and days of the week.

3.4. 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](#)

Bidder 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 provide and information concerning subcontractor's ability to provide the Contract Activities.	
The relationship of the subcontractor to the Bidder.	
Is the subcontractor a GDBE?	Choose an item.
Whether the Bidder 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.	

Bidder 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:	

3.5. Security

The Contractor will be subject the following security procedures:

The Contractor must explain any additional security measures in place to ensure the security of State facilities.

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.

- a. Contractor hires Michigan CDL licensed drivers,
- b. I.D badge & name tag for uniform,
- c. Business Manager performs, random outside DOT drug testing from medical center.
- d. State of Michigan Secretary of State ensures valid licenses for all driver delivering on State Facilities.

4. Pricing

4.1. Price Term

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

4.2. Price Changes

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

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

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

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

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

5. Ordering

5.1. Authorizing Document

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

5.2. Order Verification

- a) The Contractor must have internal controls approved by Central Procurement Services to verify abnormal orders and to ensure that only authorized individuals place orders.
- b) When an item is backordered, the Contractor shall notify the State or Ordering Entity within ten (10) business days.
- c) The Contractor shall provide an order confirmation within two (2) business days.
- d) The Contractor shall provide a delivery timeframe within ten (10) business days.

6. Acceptance

6.1. Acceptance, Inspection and Testing

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

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

The receiving State Agency and Ordering Entity have been instructed to make inspection on receipt of units and to process payment documents promptly.

Payment documents, however, will be delayed if the vehicle fails to comply with specification requirements.

7. Invoice and Payment

7.1. Invoice Requirements

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

7.2. Payment Methods

The State will make payment for Contract Activities by EFT.

8. 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 \$4,000 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 \$1,000 per individual per day for the removal of any Key Personnel without prior approval of the State.
- The State is entitled to collect \$1,000 per individual per day for an unapproved or untrained key personnel replacement.

9. Additional Requirements

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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.

10. 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.
- C. **Please Note:** Should bidders require clarification or have any questions with regard to the SLAs, they should submit them during the *Question and Answer Period* of this solicitation; please see the **Proposal Instructions** for the timeline.

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.

SLA Metric 1. Timely Deliveries	
Acceptable Standard	1. All deliveries must occur in accordance with the approved delivery schedule for each Facility and Facility Receiving hours. See Section 2.2. 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 the 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.

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SCHEDULE C - INSURANCE REQUIREMENTS

Contract No. 240000000095
Cabs & Chassis Trucks

- 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. SEE ATTACHED 4,000,000.00 + UMBRELLA \$ 1,000,000.00 = \$ 5,000,000.00
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	
Professional Liability (Errors and Omissions) Insurance	
Minimum Limits: \$3,000,000 Each Occurrence \$3,000,000 Annual Aggregate	

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.



SCHEDULE D SPECIFICATION INFORMATION

Cab & Chassis



**THESE SPECIFICATIONS APPLY TO ANY CONTRACTS
RESULTING FROM RFP# 230000002703 AND WILL BE
REFERRED TO IN ANNUAL BID CYCLES BEGINNING
2024 MODEL YEAR. THESE SPECIFICATIONS ARE
APPLICABLE TO MODEL YEARS 2024 - 2029 UNLESS
OTHERWISE SPECIFIED.**

TABLE OF CONTENTS

GENERAL SPECIFICATIONS.....	4
TRUCK EQUIPMENT.....	5
PRE-DELIVERY SERVICE.....	7
RECEIVING PROCEDURE.....	9
SPECIFICATIONS FOR SUBCLASSES.....	10

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

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

GENERAL SPECIFICATIONS

Truck Equipment	p. 5
Pre-Delivery Service	p. 7
Receiving Procedure	p. 9

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

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

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

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

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

- The State specification number that applies
- MDOT or Local Units of Government specification

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

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

TRUCK EQUIPMENT (Page B)

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

See individual specifications for MDOT specific options.

12 Volt auxiliary outlet

Air Conditioning - All trucks.

Color-Manufacturers Standard to be selected.

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

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

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

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

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

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

Pre-delivery inspection and servicing.

Radio - AM/FM Manufacturers Standard, Factory Installed

Seats-Split Bench type, unless otherwise specified

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

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

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

Speed Control, Factory Installed

Steering-Power, Tilt Wheel

Transmission-Automatic.

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

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

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

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

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

PRE-DELIVERY SERVICE

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

1. General appearance of body both interior and exterior for completeness and quality of workmanship.
2. Lubrication and fluid levels and correcting any leaks:
 - a. Radiator
 - b. Windshield Washer
 - c. Battery
 - d. Power steering pump
 - e. Brake master cylinder
 - f. Engine oil
 - g. Transmission fluid level.
3. Mechanical operation of vehicle:
 - a. Steering gear and linkage
 - b. Suspension assembly, front and rear
 - c. Proper tire pressure to normal rated road requirements
 - d. Hood latch
 - e. Head lights, aim and adjust
 - f. Front wheel toe in and torque wheel nuts
 - g. Seat and shoulder belts operative
 - h. All locks and latches to be operative
 - i. Windshield wiper and washer to be operative
 - j. Proper adjustment to all drive belts
4. A check of all electrical operations to include: headlights, side marker lights, temperature, alternator, oil pressure lights, parking lights, stop and tail lights, directional signals, emergency flasher and parking brake lights.
5. **Miscellaneous items to be furnished:**
 - a. Manufacturers Window Sticker shall not be removed from vehicle.
 - b. Odometer Certification, vehicle window sticker, or line setting ticket, and Vehicle Curb Weight at time of delivery.
 - c. Manufacturers or Dealers Pre-Delivery Check Sheet.
 - d. Vehicle shall have a minimum of one fourth (¼) tank of Fuel when delivered.
 - e. Warranty Plate and Operators Manual(s) shall be delivered with vehicle at no cost to the State of Michigan.
 - f. Completed RD108 application for title form.
 - g. Invoice for each vehicle at the time of delivery.
 - h. Vehicle Order Confirmation Sheet.

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

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

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

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

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

RECEIVING PROCEDURE

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

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

1. Visually inspect exterior of vehicle for paint, body, tire, tail light, antenna, outside rear view mirror and molding damage.
2. Visually inspect under hood for the following items:
 - a. Air cleaner
 - b. Battery and caps
 - c. Radiator cap
 - d. Windshield washer container.
3. Check for cracked or broken windows.
4. Check trunk compartment for the following:
 - a. Spare tire and wheel
 - b. Jack
 - c. Wheel wrench
 - d. Four hub caps
 - e. Trunk mat.
5. Check interior of vehicle for the following items:
 - a. Owner's manual and warranty material
 - b. Cigarette lighter
 - c. Two sets of keys (Three sets for MDOT)
 - d. Make sure all seat belts are installed
 - e. Sun visors
 - f. Upholstery damage or excessive soil.

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

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

SPECIFICATIONS FOR SUBCLASSES

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6-speed

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

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

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

ADDITIONAL MDOT OPTIONS:

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

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

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

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

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

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

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

MODEL - CURRENT NEW

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

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

Fuel capacity-largest available from mfg.

Spare tire and wheel. Full size. Mfg. Std. mounting.

Wrench-wheel.

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

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

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

MODEL - CURRENT NEW

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

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

Fuel capacity-largest available from mfg.

Spare tire and wheel. Full size. Mfg. Stnd. mounting.

Wrench-wheel.

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

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

HEAVY DUTY TRUCKS

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Gross H.P., min. 225

Clutch: Heavy duty

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

Front Wheel Lock-out Hubs.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Alternator-100 amp. min., Reference 22SI or approved equal

☐ Battery's-12 Volt; 1050 CCA, minimum.

Brakes-Full Air. Current FMVSS. Dust plates. Air dryer with spin on filter,

Automatic Drain Valves. Automatic slack adjusters, Anti-Lock.

Cab assist handles-right and left.

Fuel/Water Separator with Heater.

Fuel tanks-dual step, 50 gallon capacity each.

Heater-Engine block, 110/120 VAC

Hood, Tilt Type.

Mirrors-Rear View, Outside. L.H. and R.H. West Coast type. 6" x 16", with stainless steel or powder coated steel heads, brackets, and hardware.

Running board-To have running boards on each side, or step tanks.

Spare wheel.

Starting Aid-Cold weather, ether type or glow plug.

Steering-Power.

Tachometer.

Throttle, Electronic, High Idle Engine RPM Control.

Wheels, Hub Pilot Disc Type

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Battery-12 Volt, 600 CCA, minimum.

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

Trailer Hitch, Class III Receiver Type

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Hubs autolocking on front

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Hubs autolocking on front

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Hubs autolocking on front

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Hubs autolocking on front

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Tires, Truck, Tubeless, Radial, to meet G.V.W.R. Rear duals, mud and snow (Goodyear preferred)

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle Rear Limited slip

Hubs autolocking on front

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Tires, Truck, Tubeless, Radial, to meet G.V.W.R. Rear duals, mud and snow (Goodyear preferred)

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Wrench-wheel.

ADDITIONAL MDOT OPTIONS:

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

Axle rear limited slip

Hub autolocking on front

Keys – (1) additional set (total of 3 sets) with code numbers; shall be with the vehicle at the time of delivery.

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

Spare tire and wheel.

Switches, upfitter for auxillary

Throttle, Electronic, High Idle Engine RPM Control.

Tires, Truck, Tubeless, Radial, to meet G.V.W.R. Rear duals, mud and snow (Goodyear preferred)

Towing package: Heaviest duty available from manufacturer

Trailer brake controller, factory installed

Transmission: P.T.O. Provision

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

Ratio for minimum loaded road speed of approx. 68 mph

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Air Conditioning-Factory Installed

Alternator-100 amp. min., Reference 22SI or approved equal

Battery(s)-12 Volt, 1,100 CCA minimum.

Cab assist handles-right and left.

Fuel Tank-50 gallon each, minimum, L.H. and R.H. Step Tanks.

Hood, Tilt.

Mirrors-Rear View, Outside. L.H. and R.H. West Coast type, 6" x 16", installed, with stainless steel or powder coated steel or composite heads, brackets, and hardware.

Shock Absorbers, Front and Rear

Switches (6), outfitter, with remote power module (MDOT only)

Throttle, Electronic, High Idle Engine RPM Control.

Wheels, Hub Pilot Disc Type

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6-speed w/ PTO

Allison Auto. 2000/2200RDS Series

Ratio for minimum loaded road speed of approx. 68 mph

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Air Conditioning-Factory Installed

Alternator-100 amp. min., Reference 22SI or approved equal

Battery(s)-12 Volt, 1,100 CCA minimum.

Cab assist handles-right and left.

Fuel Tank-45 gallon each, minimum, L.H. and R.H. Step Tanks.

Hood, Tilt.

Mirrors-Rear View, Outside. L.H. and R.H. West Coast type, 6" x 16".

Shock Absorbers, Front and Rear

Switches (6), outfitter, with remote power module (MDOT only)

Throttle, Electronic, High Idle Engine RPM Control.

Wheels, Hub Pilot Disc Type

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Transmission: 5/6-speed

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

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Alternator-100 amp. min., Reference 22SI or approved equal

Battery(s)-12 Volt; 1,100 CCA minimum.

Brakes-Full air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters.

Cab assist handles-right and left.

Fuel/Water Separator with Heater.

Fuel Tanks-45 gallon each L.H. and R.H. Step tanks.

Heater-engine block, 110/120 VAC

Hood, Tilt.

Mirrors, Rear View-Outside. L.H. & R.H. West Coast Type. 6" x 16", installed, with stainless steel or powder coated steel heads, brackets, and hardware.

Shock absorbers-Front and Rear, double acting, telescopic.

Starting Aid-Cold weather, ether type or glow plug.

Switches (6), outfitter, with remote power module (MDOT only)

Throttle, Electronic, High Idle Engine RPM Control.

Wheels-Hub Piloted disc.

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

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

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Alternator-100 amp., minimum, Reference 22SI or approved equal.

Battery(s)-12 Volt; 1,250 CCA minimum.

Brakes-Full air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters.

Cab assist handles-right and left.

Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.

Frame-Resisting bending moment 1,275,200 in.-lbs., min., Single Rail Frame

Fuel Tanks-50 gallon each L.H. & R.H., center step tanks.

☐ Fuel/Water Separator with Heater.

Heater-Engine block, 110/120 VAC

Hood, Tilt type, with Butterfly Opening.

Horns-Dual, air, Single Base, with Covers.

Mirrors, Rear View, Outside. L.H. & R.H. West Coast Type, 6" x 16", installed, with stainless

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

steel, powder coated steel, or composite heads, brackets, and hardware.

Shock absorbers, Heavy Duty, Front and Rear.

Starting Aid-Cold weather, ether type or glow plug.

Switches (6), outfitter, with remote power module (MDOT only)

Throttle, Electronic, High Idle Engine RPM Control.

Wheels-Hub Piloted disc.

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

Axle: road speed of approx. 68 mph.

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Alternator-100 amp., minimum, Reference 22SI or approved equal.

Battery(s)-12 Volts; 1500 CCA, Min.

Brakes-Full air. Current FMVSS. Dust plates. Air dryer with spin on filter, Automatic Drain Valves. Automatic slack adjusters.

Cab assist handles-right and left.

Exhaust (PIPE ONLY) - Vertical installation.

Fuel Tanks-L.H. and R.H. 45 (min.) gallon tanks, frame mounted.

Fuel/Water Separator with Heater.

Heater-Engine block, 110/120 VAC

Hood, Tilt.

Horns-Electric, dual.

Mirrors-Rear View, Outside. L.H. and R.H. West Coast type. 6' x 16"; installed, with stainless steel or powder coated steel heads, brackets, and hardware.

Oil Seals (wet)-front axle.

Shock absorbers, Heavy Duty, Front and Rear.

Starting Aid-Cold weather, ether type or glow plug.

Switches (6), outfitter, with remote power module (MDOT)

Throttle, Electronic, High Idle Engine RPM Control.

Wheels-Hub Piloted disc.

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

Mich. Spec. # 3958-0170D

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

Wheelbase Approx. 186 (inches)

C.A. 112 to 114 (inches)

Axle to End of Frame 75 (inches) Engine:

Diesel

Gross H.P.-350 min.

Torque, Gross 1150 minimum

Transmission

Allison –4500RDS, wide ratio,

6 speed, Transmission shifter to be dash mounted push button.

Single speed with driver controlled differential lock

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Air Conditioning: Factory Installed

Air Cleaner with integral snow valve and in-cab control.

Alternator-135 amp., minimum, Reference 34SI or approved equal. Air filter restriction gauge, dash mounted, Filter Minder #3781-325.

Air Horn

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

Mich. Spec. # 3958-0170D

Battery(s)-12 Volt, 2775 Minimum

Battery Box must be mounted 35" back of cab or under cab with a 24" ground clearance.

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

Brakes-Sealed Air Brake Chambers, Full air. Effective lining area 625 square inch, minimum, cast brake shoes. Air compressor 18.7 cfm, min. Air reservoir 2,000 cubic inch, minimum.

Buzzer type low pressure continuous warning device. Air pressure gauge visible to driver.

Check valve or equivalent safety device between reservoir tank(s). Spring loaded diaphragm type rear wheel parking brake. Air dryer with spin on filter, mounted outside of frame rail.

Automatic Drain Valves. Automatic slack adjusters. Brake and electrical connections to end of frame, are to be semi-four wheel trailer connections with seven wire electrical cable, mounted on rear cross member at end of frame.

Bumper, Front; 11" x 3" x 1/4" channel, 90" straight center section and 3" beveled ends. Channel ends to be enclosed with 1/4" thick steel plate. Straight channel acceptable. Sharp corners shall be ground smooth. Bumper shall be bolted to main frame rails. Cab assist handles-left and right, with full length external grab handles.

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

Cab mounted – Air Suspension Type.

Cab-to-end of frame-proper length to accommodate an 11 foot dump box mounted 18" back of cab. The 18" space is required for fuel tank mounting.

Cigar Lighter

Color-Orange acrylic enamel to match PPG Concept DCC605-10 or equal.

Bumper and frame to be painted black.

Crankshaft-Crankshaft shall be drilled and tapped for a Spicer driveline, opening for drive line to be under radiator.

- ☒ Dash, Ergonomic type, angled towards driver

- ☒ Defrost Duct: Shall be installed for passenger side window.

Directional Signals-Rear to be special combination, turn signal, stop and tail-lights; standard canceling type. To be furnished by truck

Contractor.

Dome Light in Cab.

Electrical Connections: Body Builders package, easily accessible to cab

Engine Air Breather-Provide a manual control (inside cab) for outside air intake.

Engine Block Heater, 120v/1500 watt with "Y" cord for fuel heater, cord to operate both

Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.

Exhaust System: a) Shall meet "scraper mounting clearance".

Shall be vertical stack fitted with heat shield and mounted outside of frame rails to accommodate fuel tank mounting per Mich. Spec. 3958-0171: **(Tanks-Combination 80 gallon fuel tank approximately 30" x 12" x 72" and 26 gallon oil reservoir approximately 30" x 12" x 17" mounted 3" behind the cab and with 3" clearance to the dump body (space required approximately 18 inches). Tanks are to be mounted with equal overhang from each frame rail with 9" vertical clearance between bottom of tank and tops of frame rails.**

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

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

Mich. Spec. # 3958-0170D

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

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

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

Any exhaust modification necessary to meet ground clearance or any other specification requirement shall be done with manufacturer's standard parts available through regular dealer parts inventories.

Any necessary exhaust modifications shall be subject to approval by authorized state personnel. In addition to all requirements, the exhaust shall exit the right side of the engine, the muffler shall be horizontally mounted under the cab on the right side, the tail pipe shall be vertically mounted on the right side directly beside the cab. The vertical pipe shall be supported by a frame mounted bracket. The tail pipe shall not be attached to the cab.

Fan clutch-Viscous type, thermostatic control or clutch type.

Frame-Straight rail, full length channel, frame, cross section 10.866" x 3.622" x 0.433" minimum. Section Modulus at point of maximum stress (Single Rail 22.12m section modulus 2,654,400 RBM, 120,000 PSI) 15.9 minimum (120,000 psi yield strength steel). All bolts heads shall be flush with frame surface from a point 64" forward of the rear axle centerline to a point 96" forward of the rear axle centerline.

Frame-Straight through type with mfg. standard integral extension, shall extend 20" in front of grill.

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

Fuel tank-Transport tank only.

Fuel/Water Separator with Heater.

Gauges-Voltmeter or Ammeter, oil pressure, coolant temperature, tachometer, and transmission oil temperature.

Headlights-halogen type, with dimmer included in turn signal switch.

Heater-Engine block, 110/120 VAC

Hood-Tilt type with stationary grill, with accessory hatches to check and fill fluids without tilting hood.

Hourmeter, mounted in dash or under hood. To operate only when engine is running, oil pressure activated.

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

Locks-Cab Door. Keyed the same as the ignition switch with (3) keys provided.

Mirrors-Rear View, Outside. L.H. & R.H. West Coast type, Electric Heated, Power Adjustable, Dual Axis, 6" x 16" style, with stainless steel, composite or powder coated steel heads, brackets, and hardware.

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

Mich. Spec. # 3958-0170D

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

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

Radio, AM/FM

Radiator-Petcock type drain fitting.

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

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

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

Starting Motor: Leece Neville, MS2

Steering-Power, with tilt column.

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

Throttle, Electronic, High Idle Engine RPM Control.

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

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

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

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

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

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

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

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

Mich. Spec. # 3958-0170D

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

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

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

MODEL - CURRENT NEW

Wheelbase 211 (inches) min.

C.T. (inches) min,

Engine: Diesel

Gross H.P.-430 min.

No. of Cylinders: 6

Torque, Gross 1,450 min.

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

Axle, Min. Cap.-lbs.

Front, 18,000 min.

Rear, 46,000 min.

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

Springs, Min. Cap. at Ground

Front-lbs. each, 9,000 min.

Multileaf Type with Shock Absorbers

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

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

Mich. Spec. # 3958-0172D

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

Air Conditioning: Factory Installed

Alternator-135 amp., minimum, Reference 34SI or approved equal.

Air filter restriction gauge, dash mounted, Filter Minder #3781-325.

Air Horn

Battery(s)-12 Volt, 2700 CCA, Minimum

Battery Box must be mounted 35" back of cab or under cab with a 24" ground clearance.

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

Brakes-Sealed Air Brake Chambers, Full air. Effective lining area 625 square inch, minimum. compressor 18.7 cfm, min. Air reservoir 2,000 cubic inch, minimum. Buzzer type low pressure continuous warning device. Air pressure gauge visible to driver. Check valve or equivalent safety device between reservoir tank(s). Spring loaded diaphragm type rear wheel parking brake. Air dryer with spin on filter, mounted outside of frame rail. Automatic Drain Valves. Automatic slack adjusters. Brake and electrical connections to end of frame, are to be semi-four wheel trailer connections with seven wire electrical cable, mounted on rear cross member at end of frame.

Bumper, Front; 11" x 3" x 1/4" channel, 90" straight center section and 3" beveled ends. Channel ends to be enclosed with 1/4" thick steel plate. Straight channel acceptable. Sharp corners shall be ground smooth. Bumper shall be bolted to main frame rails.

- ☒ Cab assist handles-left and right. Plus full length left side external grab handles.

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

Cab mounted, Air Suspension Type.

Cab-to-end of frame-proper length to accommodate an 14 foot dump box mounted 18" back of cab. The 18" space is required for fuel tank mounting.

Cigar Lighter

Color-Orange acrylic enamel to match Dupont Centari 76931-AM.

Bumper and frame to be painted black.

Crankshaft-Crankshaft shall be drilled and tapped for a spicer driveline, opening for drive line to be under radiator.

- ☒ Dash, Ergonomic type, angled towards driver

- ☒ Defrost Duct: Shall be installed for passenger side window.

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

Mich. Spec. # 3958-0172D

DEF Tank 7 Gallon (May Be Required. Subject to MDOT Custom Requirements).

Directional Signals-Rear to be special combination, turn signal, stop and taillights; standard canceling type. To be furnished by truck Contractor.

Dome Light in Cab.

Engine Air Breather-Provide a manual control (inside cab) for outside air intake.

Engine Block Heater, 120v/1500 watt with "Y" cord for fuel heater, cord to operate both Electrical Connections; Body Builders Package easily accessible to cab.

Body builder wiring to be standard back of cab at left frame including sealed connectors for tail/amber turn/marker/backup/accessory power/ ground and stop/turn

Engine Safety Devices-Warning light and audible alarm system activated when engine oil pressure falls below safe operating limit or when water temperature exceeds safe operating limit. Automatic engine shut-down with low oil pressure or high coolant temperature.

Exhaust System: a) Shall meet "scraper mounting clearance".

Shall be vertical stack fitted with heat shield and mounted outside of frame rails to accommodate fuel tank mounting per Mich. Spec. 3958-0171.

Any exhaust modification necessary to meet ground clearance or any other specification requirement shall be done with manufacturer's standard parts available through regular dealer parts inventories.

Any necessary exhaust modifications shall be subject to approval by authorized state personnel.

In addition to all requirements, the exhaust shall exit the right side of the engine, the muffler shall be horizontally mounted under the cab on the right side, the tail pipe shall be vertically mounted on the right side directly beside the cab. The vertical pipe shall be supported by a frame mounted bracket. The tail pipe shall not be attached to the cab.

Fan clutch-Viscous type, thermostatic control or clutch type.

Frame-Straight rail, full length channel, frame cross section 10.866" x 3.622" x 0.433" at point of maximum stress Single Rail 22.125m, 2,654,400 RBM, 120,000 PSI. All bolts heads shall be flush with frame surface from a point 64" forward of the rear axle centerline to a point 96" forward of the rear axle centerline.

☒ Frame-Straight through type with mfg. standard integral extension, shall extend 20" in front of grill.

☒ Frame Length: The frame shall extend 213 in. min. from the back of the cab. This shall provide full support of 14 Ft. Dump Body mounted 18 in. behind cab.

Fuel tank-Transport tank only.

Fuel/Water Separator with Heater. Davco Fuel Pro #382 #382040

Gauges-Voltmeter or Ammeter, oil pressure, coolant temperature, tachometer, and transmission oil temperature.

Headlights-halogen type, with dimmer included in turn signal switch.

Heater-Engine block, 110/120 VAC

Hood-Tilt type with stationary grill, with accessory hatches to check and fill fluids without tilting hood.

Hourmeter, mounted in dash or under hood. To operate only when engine is running.

Locking Differentials with power divider.

Locks-Cab Door. Keyed the same as ignition – furnish (3) keys

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

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

Mich. Spec. # 3958-0172D

Mirrors-Rear View, Outside. L.H. & R.H. West Coast type, 6" x 16" style, Electric Heated, Power Adjustable, Dual Axis, with stainless steel, composite or powder coated steel heads, brackets, and hardware.

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

Oil Sampling Valve.

☒ Oil Cooler: Water to oil type

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

Radiator-Petcock type drain fitting.

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

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

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

Starting Motor: Leece Neville, MS2

Steering-Power, with tilt column.

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

Synthetic Lube in Rear Differentials.

Throttle, Electronic, High Idle Engine RPM Control.

☒ Trailer light cord socket: shall be sealed in the rear with a seven (7) wire cord. Single wires in a split loom will not be acceptable.

☒ Vehicle Warranty: The cab and chassis furnished with this bid will be placed in service approximately 270 days after delivery. M-DOT will advise the Contractor in writing of the actual in-service dates and as part of the purchase agreement, the Contractor is to assure that the manufacturer's records reflect these in service dates.

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

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

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

☒ Wiring, Two way radio pre-wiring

☒ Wiring: Dash switched for hood mounted snow plow headlights. Wiring with connectors to be coiled under hood. Snow plow headlights to be supplied and installed by M-DOT.

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

Mich. Spec. # 3958-0172D

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

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

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

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

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

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

Mich. Spec. # 3958-0173D

Hood, Tilt.

Horns air.

Mirrors-Rear View, Outside. L.H. & R.H. West Coast Type, 6" x 16". Installed with stainless steel or powder coated steel heads, brackets, and hardware.

Seats-Air suspension, driver and conventional passenger.

Starting Aid-Cold weather, ether type or glow plug.

Steering-Power.

Switches (6), outfitter, with remote power module (MDOT)

Tachometer.

Throttle, Electronic, High Idle Engine RPM Control.

Tow Hooks- Front, Mfg. Std. Turn Signals-Double face.

Wheels-rim width 22.5"X8.25", Hub Piloted Disc, Heavy Duty Disc Type with Hand Holds

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

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

MODEL - CURRENT NEW

PRELIMINARY REQUIREMENTS:

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

TO BE STANDARD FACTORY EQUIPPED AS FOLLOWS:

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

ADDITIONAL OPTIONS:

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

☐ Air Conditioning

Alternator-130 amp., minimum, Reference 34SI or approved equal.

Battery(s)-12 Volt; 1,875 CCA minimum.

Brakes-Full air. Current FMVSS. Semi-Trailer connections with breakaway Valve. Dust plates.

Air dryer with spin on filter, Automatic Drain Valves. Automatic Slack Adjusters. Cab assist handles-right and left.

Catwalk-Provide grip strut metal catwalk behind cab, full width of frame and approx. 36 inches wide.

Exhaust-Vertical with 90° elbow at top, 12'-10" maximum height.

Fenders-front quarter, rubber or plastic.

Fifth wheel-Air slide with tapered frame and kick plate. 36" track.

Fuel Tanks-R.H. & L.H. step tanks, 150 gallon, min. total capacity.

Fuel/Water Separator with Heater.

Gauges-Voltmeter and oil pressure.

Glass-Tinted all around.

Heater-Engine block, 110/120 VAC

Hood, Tilt.

Horns-Dual, air.

Jumper Light Cord and Hose Mounted on back of cab. Light cord to be equipped with 7-way plug.

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

Mich. Spec. # 3958-0178D

Mirrors-Rear View, Outside. L.H. & R.H. West Coast Type, 6" x 16", Installed with stainless steel or powder coated steel heads, brackets, and hardware.

Mud Flaps-Plain, Anti Sail Type, including Anti-Sail Hardware. (No advertising either side.) Oil seals (wet) - front and rear axle

Radiator fan-Viscous drive or clutch type.

Seats-air suspension, cloth, high back.

Silicon hoses-heater and radiator.

Starting Aid-Cold weather, Ether type.

Steering-Power.

Switches (6), outfitter, with remote power module (MDOT) Tachometer.

Tow Hooks-front, frame mounted.

Wheels-Hub Piloted disc .

Schedule E
Affidavit for Driver Delivery

Cab & Chassis Truck Dealers

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

1. The drivers of the vehicles are correctly licensed and trained in proper vehicle operation.
2. The Contractor accepts all responsibility and liability for vehicles in transit.
3. The Contractor should sign the affidavit below and submit this with the bid.

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

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

EDWARD MERRILL

Signed

9/12/2023

Date

SALES /ESOP

Title

D & K TRUCK COMPANY, INC

D & K FREIGHTLINER WESTERN STAR ISUZU TRUCKS

Contractor