L. BROOKS PATTERSON - OAKLAND COUNTY EXECUTIVE

CONTRACT

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OAKLAND COUNTY
PURCHASING DIVISION

Executive Office Building 41 West
2100 Pontiac Lake Rd.
Lower Level
Waterford MI 48328-0462
Main Phone 248/858-0511
www.oakgov.com/purchasing/

Contract ID			Page
00000000000000000000003005			1 of 2
Contract Dates		**F.O.B.**	**Terms**
10/22/2010 to 09/30/2011		DEST	NET 30
Buyer	**Phone**	**Email**	
Scott Guzzy	248/858-5484	guzzys@oakgov.com	
Description:			**Contract Maximum**
Vehicles 2011 Chevy's -B- COOP			400,000.00

Berger Chevrolet
2525 28th Street SE
Grand Rapids MI 49512

Vendor ID 0000016040
Phone: 616/575-9629
Fax: 616/988-9194 bevans@bergerchevy.com

Contact name: Bob Evans

Tax Exempt ID: 38-6004876

Line #	Item Number	Item/Description	Category Co	Item UOM	Contract Price
1	000000000000027231	2011 Chevy Trucks and Vans	25000000	EA	1.00

This contract is for 2011 model year Chevrolet Trucks, Vans, and SUV's. Government entities are to contact the dealer for verification of the vehicle ordered and send all Purchase Orders directly to the dealer.

The dealer is responsible for delivery to all participants located within Oakland County.
Delivery charges to municipalities outside the County of Oakland must be noted on the Purchase Order

The vehicle shall include a minimum of five (5) gallons of fuel with each vehicle delivery or pickup. This is included in the base price of the vehicle. NO EXCEPTIONS.

The standard cost subtotal shall include cost of the TITLE which is currently $15.00

The dealer should note any other irregularities in regards to options, etc, on the final quote to the government entity.

Color will be determined at the time of order by the County or other government entity ordering the vehicle.

LATE PAY CHARGE from DATE OF DELIVERY:

OVER 10 BUSINESS DAYS	$ 0
OVER 15 BUSINESS DAYS	1% of Purchase
OVER 30 BUSINESS DAYS	2% of Purchase

Charge per mile for delivery to any government entity outside of Oakland County
$1.75/ per mile.

Contact Dealer for Verification Actual Cost of Delivery**

FOB: DESTINATION- Vendor is responsible until vehicle is accepted at time of pick-up or delivery.

Out of stock purchases are subject to price adjustments due to loss of protection, floor plan credit and possible GM advertising charges.

THIS IS A COOPERATIVE PURCHASING BLANKET ORDER.

Inasmuch as no specific quantities are indicated on this contract, there is no commitment involved by Oakland County other than for the payment of goods procured under the conditions of this contract.

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Oakland County issues individual Purchase Orders on behalf of County Departments as authorization for items ordered from this contract. The individual Purchase Order numbers are to be used on all Invoices, Bills of Lading, Shipping Documents and all correspondence relating to the Purchase Order.

Itemized invoices must be submitted to the Oakland County Fiscal Services Division, Accounts Payable, 4th Floor, 2100 Pontiac Lake Rd., Waterford, MI 48328, unless otherwise stipulated, for subsequent checking as to price and content. Invoices not itemized may be returned for correction.

This contract is not to be used for the purchase of any equipment and or services not listed herein. Oakland County requires a 30 day written notice of all price changes. Oakland County reserves the right to take advantage of any special pricing programs available from the contract vendor or any other outside vendors offering the said special pricing programs to Oakland County during the term of this contract.

Oakland County reserves the right to cancel this contract if orders are not filled within the time and in accordance with the terms specified.

All shipments must be accompanied by Packing Slips and containers properly marked with requesting Department Name, Address, Contact Person and Purchase Order Number.

The prices indicated on this contract are not subject to change without written notification in advance.

No Charges will be allowed for boxing or packing unless stated on the Contract. Acceptance of this contract includes specifications, process, delivery and conditions included therein. Material is subject to inspection on our property. If rejected we agree to first advise vendor before returning goods. All freight and extra handling charges derived from said rejection shall be borne by the vendor. The acceptance of this contract does not in any way make the County of Oakland a party to any infringement or damage suits. Such suits to be borne by the vendor.

A Materials Safety Data Sheet shall accompany or precede all shipments of materials subject to the Michigan Hazard Communications Standard also known as the "Right to Know Law" and classified as hazardous by Michigan Compiled Laws, Act 154 of the Public Acts of 1974 as amended. All containers shall have approved warning labels in accordance with this law. Copies of all MSDS's are to be sent to the requesting department.

Pursuant to Act 167 of the Public Acts of 1933, the County of Oakland, a Michigan Constitutional Corporation, is exempt from the sales tax provisions of this Act. In addition, the Michigan Department of Treasury has promulgated General and Specific Sales and Use Tax Rules which provide that the County of Oakland is not required to have a sales tax exemption number (R205.79; Rule 29).
FOR REPORTING PURPOSES – COUNTY OF OAKLAND I.D. #38-6004876W.

2010/10/25 CJB
Contract Finalized

Authorized Signature

CB