

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

June 4, 2009

**CHANGE NOTICE NO. 4 (REVISED\*\*)**  
**TO**  
**CONTRACT NO. 071B5200302**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF VENDOR  <b>StumpJumper Enterprises Inc.</b> <b>25848 Haapa Road</b> <b>Covington, MI 49919</b>  <a href="mailto:gpsully@jamadots.com">gpsully@jamadots.com</a>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER (517) 241-1218 <b>Brandon Samuel</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270  <b>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</b>	
CONTRACT PERIOD 5 Years From: <b>August 1, 2005</b> To: <b>March 31, 2010</b>	
TERMS  <b>Net 30 Days</b>	SHIPMENT  <b>N/A</b>
F.O.B.  <b>Delivered</b>	SHIPPED FROM  <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective March 20, 2009, the State exercises one Contract option year, making the new Contract expiration date March 31, 2010. Funds in the amount of \$27,162.80 are added to this Contract.

Also effective March 20, 2009, the following line item price changes are made:

Line item:	001	\$181.13
	002	\$249.56
	003	\$181.13**
	004	\$146.91**
	007	\$91.30
	008	\$130.41
	009	\$75.67
	010	\$44.38

All other terms, conditions, specifications, and pricing remain the same.

**AUTHORITY/REASON:**

Per request from agency (PRF dated 2/12/2009), Contractor agreement (letter dated 1/26/09), and DMB/Purchasing Operations' approval.

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$107,667.18**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

March 20, 2009

**CHANGE NOTICE NO. 4**  
**TO**  
**CONTRACT NO. 071B5200302**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF VENDOR  <b>StumpJumper Enterprises Inc.</b> <b>25848 Haapa Road</b> <b>Covington, MI 49919</b>  <a href="mailto:gpsully@jamadots.com">gpsully@jamadots.com</a>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER (517) 241-1218 <b>Brandon Samuel</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270  <b>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</b>	
CONTRACT PERIOD 5 Years From: <b>August 1, 2005</b> To: <b>March 31, 2010</b>	
TERMS  <b>Net 30 Days</b>	SHIPMENT  <b>N/A</b>
F.O.B.  <b>Delivered</b>	SHIPPED FROM  <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective March 20, 2009, the State exercises one Contract option year, making the new Contract expiration date March 31, 2010. Funds in the amount of \$27,162.80 are added to this Contract.

Also effective March 20, 2009, the following line item price changes are made:

Line item:	001	\$181.13
	002	\$249.56
	003	\$177.23
	004	\$181.13
	007	\$91.30
	008	\$130.41
	009	\$75.67
	010	\$44.38

All other terms, conditions, specifications, and pricing remain the same.

**AUTHORITY/REASON:**

Per request from agency (PRF dated 2/12/2009), Contractor agreement (letter dated 1/26/09), and DMB/Purchasing Operations' approval.

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$107,667.18**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

January 14, 2008

**CHANGE NOTICE NO. 3**  
**TO**  
**CONTRACT NO. 071B5200302**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF VENDOR  <b>StumpJumper Enterprises Inc.</b> <b>25848 Haapa Road</b> <b>Covington, MI 49919</b>  <a href="mailto:gpsully@jamadots.com">gpsully@jamadots.com</a>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b>
	VENDOR NUMBER/MAIL CODE <b>(001)</b>
	BUYER (517) 241-3768 <b>Lance Kingsbury, Buyer</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270  <b>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</b>	
CONTRACT PERIOD 5 Years From: <b>August 1, 2005</b> To: <b>March 31, 2009</b>	
TERMS  <b>Net 30 Days</b>	SHIPMENT  <b>N/A</b>
F.O.B.  <b>Delivered</b>	SHIPPED FROM  <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

Effective January 9, 2008, this Contract is hereby INCREASED \$740.14. All other terms, conditions, specifications, and pricing remain the same (except for the new individual line item pricing below):

Line item:	001	\$177.23
	002	\$244.19
	003	\$177.23
	004	\$143.75
	007	\$89.33
	008	\$127.60
	009	\$74.04
	010	\$43.42

**AUTHORITY/REASON:**

Per request from Agency (PRF dated 10/04/2007), extension letter signed by Contractor, and DMB/Purchasing Operations.

**REVISED CURRENT AUTHORIZED SPEND LIMIT: \$80,504.38**

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 PURCHASING OPERATIONS  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

November 26, 2007

**CHANGE NOTICE NO. 2  
 TO  
 CONTRACT NO. 071B5200302  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>StumpJumper Enterprises Inc.          25848 Haapa Road          Covington, MI 49919</b>  <a href="mailto:gpsully@up.net">gpsully@up.net</a>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b>
	VENDOR NUMBER/MAIL CODE <b>(000)</b>
	BUYER (517) 241-3768 <b>Lance Kingsbury, Buyer</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270  <b>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</b>	
CONTRACT PERIOD 5 Years From: <b>August 1, 2005</b> To: <b>March 31, 2009</b>	
TERMS <b>Net 30 Days</b>	SHIPMENT <b>N/A</b>
F.O.B. <b>Delivered</b>	SHIPPED FROM <b>N/A</b>
MINIMUM DELIVERY REQUIREMENTS <b>N/A</b>	

**NATURE OF CHANGE(S):**

**Effective immediately, this Contract is hereby EXTENDED through March 31, 2009.  
 Note: The buyer for this Contract is CHANGED to Lance Kingsbury (517) 241-3768.  
 All other terms, conditions, specifications, and pricing remain unchanged.**

**AUTHORITY/REASON:**

**Per agency request, vendor agreement (signed letter dated 11/2/07) and DMB/Purchasing Operations.**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$79,764.24**

**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**PURCHASING OPERATIONS**  
**P.O. BOX 30026, LANSING, MI 48909**  
 OR  
**530 W. ALLEGAN, LANSING, MI 48933**

July 5, 2006

**CHANGE NOTICE NO. 1**  
**TO**  
**CONTRACT NO. 071B5200302**  
**between**  
**THE STATE OF MICHIGAN**  
**and**

NAME & ADDRESS OF VENDOR <b>StumpJumper Enterprises Inc.</b> <b>25848 Haapa Road</b>  <b>Covington, MI 49919</b>  <a href="mailto:gpsully@up.net">gpsully@up.net</a>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b> <hr/> VENDOR NUMBER/MAIL CODE <b>(000)</b> <hr/> BUYER (517) 241-1916 <b>Jim Wilson, Buyer</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270 CS138# 591S1000032  <p style="text-align: center;"><u>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</u></p>	
CONTRACT PERIOD 5 Years From: <b>August 1, 2005</b> To: <b>May 1, 2008</b>	
TERMS <p style="text-align: center;"><b>Net 30 Days</b></p>	SHIPMENT <p style="text-align: center;"><b>N/A</b></p>
F.O.B. <p style="text-align: center;"><b>Delivered</b></p>	SHIPPED FROM <p style="text-align: center;"><u>N/A</u></p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;"><b>N/A</b></p>	

**NATURE OF CHANGE(S):**

**Effective June 28, 2006, the unit costs for this Contract is hereby CHANGED to:**

**Baraga County:**

<u>DESCRIPTION</u>	<u>UNIT of MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. Janitorial Service: MDOT "Tioga Creek" Roadside Park, located on US-41 approximately 19 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$173.08	\$14,006.16

2. Lawn Maintenance: MDOT "Tioga Creek" Roadside Park, located on US-41 approximately 19 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$87.24	\$6043.00
4. Janitorial Service: MDOT "Canyon Falls" Roadside Park, located on US-41 approximately 9 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$238.47	\$19298.16
5. Lawn Maintenance: MDOT "Canyon Falls" Roadside Park, located on US-41 approximately 9 miles south of L'Anse. In accordance with the attached specifications, terms and conditions	PER CYCLE	60	\$124.61	\$7203.00
7. Janitorial Service: MDOT "Baraga Cliff" Roadside Park, located on US-41 approximately 6 miles north of Baraga. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$173.08	\$14,006.16
8. Lawn Maintenance: MDOT "Baraga Cliff" Roadside Park, located on US-41 approximately 6 miles north of Baraga. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$72.30	\$4,179.00
10. Janitorial Service: MDOT "Three Lakes" table site. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$140.38	\$11,360.16
11. Lawn Maintenance: MDOT "Three Lakes" table site. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$42.40	\$2,451.00

**AUTHORITY/REASON: Per request of MDOT (E-Mail dated 6/27/06).**

**Increase: \$0.00**

**TOTAL ESTIMATED CONTRACT VALUE REMAINS: \$79,764.24**

STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

September 2, 2005

**NOTICE  
 TO  
 CONTRACT NO. 071B5200302  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>StumpJumper Enterprises Inc.</b> <b>25848 Haapa Road</b> <b>Covington, MI 49919</b>  <p style="text-align: right;">gpsully@up.net</p>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b>
	VENDOR NUMBER/MAIL CODE <b>(000)</b>
	BUYER/CA (517) 241-1916 <b>Jim Wilson, Buyer</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270 <b>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</b>	
CONTRACT PERIOD: From: <b>August 1, 2005</b> To: <b>May 1, 2008</b>	
TERMS  <p style="text-align: center;">N/A</p>	SHIPMENT  <p style="text-align: center;">N/A</p>
F.O.B.  <p style="text-align: center;">N/A</p>	SHIPPED FROM  <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

The terms and conditions of this Contract are those of ITB #071I5200151, this Contract Agreement and the vendor's quote dated 3/10/2005. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.

Estimated Contract Value:           **\$79,764.24**

**STATE OF MICHIGAN  
 DEPARTMENT OF MANAGEMENT AND BUDGET  
 ACQUISITION SERVICES  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B5200302  
 between  
 THE STATE OF MICHIGAN  
 and**

NAME & ADDRESS OF VENDOR  <b>StumpJumper Enterprises Inc.          25848 Haapa Road          Covington, MI 49919</b>  <div style="text-align: right;">gpsully@up.net</div>	TELEPHONE (906) 355-2226 <b>Gene Sullivan</b> VENDOR NUMBER/MAIL CODE <b>(000)</b> BUYER/CA (517) 241-1916 <b>Jim Wilson, Buyer</b>
Contract Compliance Inspector: Dan Robillard (906) 485-4270 <b>Janitorial Service and Grounds Maintenance – MDOT – Baraga County</b>	
CONTRACT PERIOD: From: <b>August 1, 2005</b> To: <b>May 1, 2008</b>	
TERMS <div style="text-align: center;"><b>N/A</b></div>	SHIPMENT <div style="text-align: center;"><b>N/A</b></div>
F.O.B. <div style="text-align: center;"><b>N/A</b></div>	SHIPPED FROM <div style="text-align: center;"><b>N/A</b></div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;"><b>N/A</b></div>	
MISCELLANEOUS INFORMATION:  <p><b>The terms and conditions of this Contract are those of ITB #071I5200151, this Contract Agreement and the vendor's quote dated 3/10/2005. In the event of any conflicts between the specifications, terms and conditions indicated by the State and those indicated by the vendor, those of the State take precedence.</b></p> <p><b>Estimated Contract Value:           \$79,764.24</b></p>	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 071I5200151. Orders for delivery may be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

**All terms and conditions of the invitation to bid are made a part hereof.**

**FOR THE VENDOR:**

**StumpJumper Enterprises Inc.**  
 \_\_\_\_\_  
 Firm Name

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

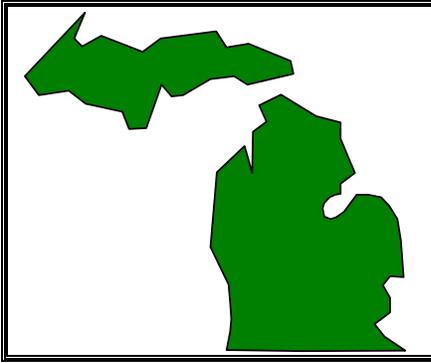
\_\_\_\_\_  
 Authorized Agent (Print or Type)

\_\_\_\_\_  
 Date

**FOR THE STATE:**

\_\_\_\_\_  
 Signature  
**Kristi L. B. Thompson, Director**  
 \_\_\_\_\_  
 Name/Title  
**Services Division, Acquisition Services**  
 \_\_\_\_\_  
 Department

\_\_\_\_\_  
 Date



**Contract no. 071B5200302**  
**FOR**  
**Janitorial Service and Grounds Maintenance**  
**for**  
**THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT)**  
**ROADSIDE PARKS BARAGA COUNTIES (Various Locations)**  
**between**  
**the**  
**STATE OF MICHIGAN**  
**DEPARTMENT OF MANAGEMENT AND BUDGET**  
**ACQUISITION SERVICES**  
**AND**  
**STUMP JUMPER ENTERPRISES**  
**25848 HAAPA RD.**  
**COVINGTON, MI 49919**

**EFFECTIVE:**  
**08/01/05 THROUGH 05/01/08**

**BUYER/CONTRACT ADMINISTRATOR:**  
**JIM WILSON**  
**TELEPHONE NUMBER: (517) 241-1916**  
**E-MAIL ADDRESS: [WILSONJ4@MI.GOV](mailto:WILSONJ4@MI.GOV)**

**CONTRACT COMPLIANCE INSPECTOR:**  
**DAN ROBILLARD**  
**TELEPHONE NUMBER: 906-485-4270**  
**E-MAIL ADDRESS: [Robillard@mi.gov](mailto:Robillard@mi.gov)**



**Janitorial Service and Grounds Maintenance  
MDOT - Roadside Parks Baraga Counties**

**Article 1 – Statement of Work (SOW)** ..... 6

    1.0 Introduction ..... 6

        1.001 DEFINING DOCUMENT ..... 6

        1.002 PROJECT TITLE AND DESCRIPTION ..... 6

        1.003 PROJECT CONTROL ..... 6

        1.004 COMMENCEMENT OF WORK ..... 6

    1.1 Product Quality ..... 6

        1.101 SPECIFICATIONS ..... 6

        1.102 RERSERVED ..... 18

        1.103 QUALITY ASSURANCE PLAN ..... 18

        1.104 RESERVED ..... 18

    1.2 Service Capabilities ..... 18

        1.201 RESERVED ..... 18

        1.202 TRAINING AND DEVELOPMENT ..... 18

        1.203 RESERVED ..... 19

        1.204 SPECIAL PROGRAMS ..... 19

        1.205 SECURITY ..... 19

    1.3 RESERVED ..... 19

    1.4 Project Price ..... 19

        1.401 RESERVED ..... 19

        1.402 RESERVED ..... 19

        1.403 PRICE TERM ..... 19

**Article 2 – General Terms and Conditions** ..... 21

    2.0 Introduction ..... 21

        2.001 GENERAL PURPOSE ..... 21

        2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR ..... 21

        2.003 NOTICE ..... 21

        2.004 CONTRACT TERM ..... 21

        2.005 GOVERNING LAW ..... 22

        2.006 APPLICABLE STATUTES ..... 22

        2.007 RELATIONSHIP OF THE PARTIES ..... 23

        2.008 HEADINGS ..... 23

        2.009 MERGER ..... 23

        2.010 SEVERABILITY ..... 23

        2.011 SURVIVORSHIP ..... 23

        2.012 NO WAIVER OF DEFAULT ..... 23

        2.013 PURCHASE ORDERS ..... 23

    2.1 Vendor/Contractor Obligations ..... 23

        2.101 ACCOUNTING RECORDS ..... 23

        2.102 NOTIFICATION OF OWNERSHIP ..... 24

        2.103 SOFTWARE COMPLIANCE ..... 24

        2.104 RESERVED ..... 24

        2.105 RESERVED ..... 24

        2.106 RESERVED ..... 24

        2.107 PAYROLL AND BASIC RECORDS ..... 24

        2.108 COMPETITION IN SUB-CONTRACTING ..... 25

        2.109 CALL CENTER DISCLOSURE ..... 25

    2.2 Contract Performance ..... 25

        2.201 TIME IS OF THE ESSENCE ..... 25

        2.202 CONTRACT PAYMENT SCHEDULE ..... 25

        2.203 POSSIBLE PROGRESS PAYMENTS ..... 25

        2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered) ..... 25

        2.205 ELECTRONIC PAYMENT AVAILABILITY ..... 26

        2.206 RESERVED ..... 26



2.3 Contract Rights and Obligations ..... 26

    2.301 INCURRING COSTS ..... 26

    2.302 CONTRACTOR RESPONSIBILITIES ..... 26

    2.303 ASSIGNMENT AND DELEGATION ..... 26

    2.304 TAXES ..... 27

    2.305 INDEMNIFICATION ..... 27

    2.306 LIMITATION OF LIABILITY ..... 29

    2.307 CONTRACT DISTRIBUTION ..... 29

    2.308 FORM, FUNCTION, AND UTILITY ..... 29

    2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION ..... 30

    2.310 RESERVED ..... 30

    2.311 TRANSITION ASSISTANCE ..... 30

    2.312 RESERVED ..... 30

    2.313 RESERVED ..... 30

    2.314 WEBSITE INCORPORATION ..... 30

2.4 Contract Review and Evaluation ..... 30

    2.401 CONTRACT COMPLIANCE INSPECTOR ..... 30

    2.402 PERFORMANCE REVIEWS ..... 30

    2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS ..... 31

2.5 Quality and Warranties ..... 31

    2.501 PROHIBITED PRODUCTS ..... 31

    2.502 RESERVED ..... 31

    2.503 RESERVED ..... 31

    2.504 RESERVED ..... 31

    2.505 RESERVED ..... 31

    2.506 STAFF ..... 31

    2.507 RESERVED ..... 31

    2.508 RESERVED ..... 31

    2.509 RESERVED ..... 31

2.6 Breach of Contract ..... 32

    2.601 BREACH DEFINED ..... 32

    2.602 NOTICE AND THE RIGHT TO CURE ..... 32

    2.603 EXCUSABLE FAILURE ..... 32

2.7 Remedies ..... 33

    2.701 CANCELLATION ..... 33

    2.702 RIGHTS UPON CANCELLATION ..... 34

    2.703 RESERVED ..... 36

    2.704 STOP WORK ..... 36

    2.705 SUSPENSION OF WORK ..... 37

2.8 Changes, Modifications, and Amendments ..... 37

    2.801 APPROVALS ..... 37

    2.802 TIME EXTENTIONS ..... 37

    2.803 MODIFICATION ..... 38

    2.804 AUDIT AND RECORDS UPON MODIFICATION ..... 38

    2.805 CHANGES ..... 38

3.1 Disclosure Issues ..... 39

    3.101 CONFIDENTIALITY ..... 39

    3.102 FREEDOM OF INFORMATION ACT ..... 40

    3.103 RESERVED ..... 40

3.2 Vendor/Contractor Compliance with Laws ..... 40

    3.201 GENERALLY ..... 40

    3.202 RESERVED ..... 40

    3.203 RESERVED ..... 40

    3.204 CERTIFICATION REGARDING DEBARMENT AND PROPOSED DEBARMENT ..... 40

    3.205 DEBARMENT OF SUB-CONTRACTORS ..... 41

    3.206 ETHICS: GRATUITIES and INFLUENCE ..... 41



3.3 Vendor/Contractor Workplace Fitness ..... 41

**3.301 DRUG-FREE WORK PLACE ..... 41**

**3.302 WORKPLACE SAFETY ..... 42**

**3.303 WORKPLACE DISCRIMINATION..... 42**

**3.307 LIABILITY INSURANCE ..... 43**

**3.308 ENVIRONMENTAL AWARENESS..... 45**

3.6 Changes to Disclosures ..... 45

3.7 State Assertions ..... 45

**Article 4 ..... 46**

**4.303 WORK PLAN (STAFFING AND SUB-CONTRACTORS)..... 46**

**4.304 HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION ..... 46**

**4.305 EQUIPMENT AND SUPPLIES ..... 47**

Attachments:

Item Listing



## Article1 – Statement of Work (SOW)

### 1.0 Introduction

#### 1.001 DEFINING DOCUMENT

This Contract contains or incorporates defined requirements, the specifications and scope of work, and all contractual terms and conditions.

#### 1.002 PROJECT TITLE AND DESCRIPTION

This Contract is for Janitorial Services and Grounds Maintenance for the Department of Transportation, at various Baraga County Roadside Parks, located in Baraga County, Michigan.

#### 1.003 PROJECT CONTROL

##### Project Control

- a. The Contractor will carry out this project under the direction and control of the Michigan Department of Transportation (MDOT).
- b. Although there will be continuous liaison with the Contractor team, the client agency's project director will meet monthly as a minimum, with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise.
- c. The Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, which should be brought to the attention of the client agency's project director; and notification of any significant deviation from previously agreed-upon work plans. A copy of this report will be forwarded to the named buyer in Acquisition Services.

##### Reports

All reports submitted to the Agency's Contract Compliance Inspector must be submitted timely and prior to any scheduled meeting between the Contractor and the State. The Contractor is expected to maintain a chronological file of all reports and correspondence related to any contract resulting from this contract.

#### 1.004 COMMENCEMENT OF WORK

Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to the contract administrator. Contractor shall not proceed with performance of the work to be done under this agreement, including the purchase of necessary materials, until both parties have signed this agreement to show acceptance of its terms.

### 1.1 Product Quality

#### 1.101 SPECIFICATIONS

Definite Specifications - All commodities and/or services to be furnished hereunder shall conform to the specifications as noted in the specifications herein.

### DETAIL SHEET/SPECIAL PROVISIONS ROADSIDE PARK MAINTENANCE BARAGA COUNTIES

This contract is for the general janitorial and grounds maintenance of the following described Michigan Department of Transportation Roadside Parks located in Baraga and Houghton Counties as outlined in this contract:



### Baraga County Locations:

ROADSIDE PARK 07012T-27 Canyon Falls Roadside Park located south of Alberta  
 ROADSIDE PARK 07013T-33 Baraga Cliff Roadside Park located north of Baraga  
 ROADSIDE PARK 07023T-25 Tioga Creek Roadside Park located east of US141 Jct  
 ROADSIDE PARK 07023T-24 Three Lakes Table Site located west of Three Lakes

### MEASUREMENT AND PAYMENT

The following represents a summary of the estimated work. The bid price includes all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for JANITORIAL/ GROUND MAINTENANCE and LAWN MAINTENANCE will be paid for at the contract unit prices for the following bid items. Quantities are per season and are estimates, the State is not obligated to purchase in these quantities or any other amounts.

	<u>BID ITEM</u>	<u>PAY UNIT</u>	<u>#UNITS</u>
1.	JANITORIAL/GROUNDS	PER WEEK	84
2.	LAWN MAINTENANCE	PER CYCLE	60

### SEASONAL CLOSURE

The roadside parks are closed for the winter season for a period approximately 25 weeks per year, generally from the last weekend in October until the third week in April. The following schedule will be in effect unless otherwise notified:

<b>OPEN</b>	<b>CLOSE</b>
April 18, 2005	October 28, 2005
April 17, 2006	October 27, 2006
April 16, 2007	October 26, 2007
April 21, 2008 *	October 31, 2008*
April 20, 2009 *	October 30, 2009*

\* Dates if optional 2 one (1) year contract extensions are utilized.

Any increase from the estimated number of weeks will be paid for at the bid price per week.

### BILLING

The Contractor shall submit the monthly invoice at the contract bid price to:

Michigan Department of Transportation  
 301 Winter Street  
 L'Anse, MI 49946

The Contractor shall provide daily time records with the monthly invoice. These time records shall indicate the name of the attendant and amount of time spent daily at each roadside park.

### HOURS OF WORK

Janitorial/Grounds Maintenance must be completed before 10:00 a.m. daily. Mowing must be performed on weekdays. Mowing is not allowed on holiday weekends between 3:00 p.m. Friday and 8:00 a.m. Tuesday.

### TEMPORARY CLOSING

Should conditions arise which would necessitate closing of a park for a period of time, the contract may be suspended or altered. If conditions such as storm damage, vandalism, construction, police order, or other unforeseen situations require the closure of the roadside park, the contract shall be suspended until the facility is reopened.



## STRUCTURE REPLACEMENT

MDOT is in the process of converting some roadside park well systems from hand pumps to solar powered sealed well systems. The map case and well shelter structures may be replaced during this contract period with a combined building type structure. **This building is not to be used for storage.**

### SPECIFICATIONS ROADSIDE PARK JANITORIAL/GROUNDS MAINTENANCE

This specification is for the normal maintenance of the Roadside Park.

#### 1. CONTRACTOR GENERAL RESPONSIBILITIES AND REQUIREMENTS

- A. THE USE OF PESTICIDES BY THE CONTRACTOR IS PROHIBITED FOR ANY OF THE WORK TASKS INCLUDED IN THIS CONTRACT, UNLESS SPECIFICALLY AUTHORIZED BY THE CONTRACT ADMINISTRATOR.
- B. No equipment, materials, or supplies may be stored on MDOT property.
- C. No advertising depicting the Contractor's business may be displayed at the roadside park.
- D. The Contractor is responsible for covering and /or removing all graffiti on a daily basis.
  - I. Graffiti on stained or painted surfaces must be stained or painted. MDOT will supply the stain or paint required. The stain or paint shall be applied in a timely professional manner. The Contractor shall post signs warning visitors of wet stain or paint.
  - II. Ink and marker graffiti on fiberglass surfaces shall be removed with an acetone based paint remover. All paint remover residue must be immediately cleaned/rinsed off from fiberglass surfaces. Abrasive cleaner shall not be used for graffiti removal.
- E. The Contractor is responsible for providing trash container liners adequate for the containers at the park (55 gallon barrels furnished by MDOT), emptying each container on a daily basis, and hauling and disposing of the refuse at a registered Class II landfill. Full trash bags may not be kept in the park overnight. The Contractor shall provide proof of disposal at a licensed Class II landfill to the CONTRACT ADMINISTRATOR upon request.
- F. The Contractor is responsible for the scheduling and payment of pumping the toilet vaults as needed during the season and immediately prior to season closure. The contractor must provide documentation with each invoice for pumping vaults. This shall be considered incidental to the contract unit price for ROADSIDE PARK JANITORIAL/GROUNDS MAINTENANCE.

#### MDOT GENERAL RESPONSIBILITIES

##### A. Maintenance of:

The Contractor shall notify the CONTRACT ADMINISTRATOR immediately of needed repairs and/or replacements to the following:

- \* Building structures and fixtures
- \* Water pump
- \* Fences-including rustic type within the grounds
- \* Picnic tables such a refinishing, repair, removal
- \* Trash barrels

**B. Chemicals**

Vault toilet chemical will be supplied by MDOT. Contractor is responsible for picking up product at a location determined by the CONTRACT ADMINISTRATOR. A Material Data Safety Sheet (MSDS) will be provided by MDOT. The Contractor is responsible for following all label directions and instructions detailed in this contract. The CONTRACT ADMINISTRATOR reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

**C. Stains/Paints**

Stains/paints for graffiti covering shall be supplied by MDOT for building and shelters. The Contractor is responsible for picking up stain/paint at a designated location.

**2. MINIMUM MAINTENANCE REQUIREMENTS**

The following shall be the minimum maintenance coverage to be provided by the Contractor per day, seven days a week per location:

**Baraga County Locations:**

1.5 hours	Canyon Falls Roadside Park
1 hour	Baraga Cliff Roadside Park
1 hour	Tioga Creek Roadside Park
½ hour	Three Lakes Table Site

The minimum requirements are as follows:

**A. Daily janitorial requirements**

I. Toilet building (Clean toilet building including floors, stools, seats, walls. and refill toilet tissue prior to 10:00 a.m.)

- a. Close building to public.
- b. Clean cobwebs from inside and outside of building.
- c. Sweep floor.
- d. Either remove or cover toilet tissue to keep dry during cleanup.
- e. Wash inside walls with a non abrasive detergent- disinfectant.
- f. Using a pump-up sprayer, spray toilet seat, lid, and toilet riser with detergent - disinfectant. Apply solution liberally, allow to dwell for five (5) minutes.
- g. After five (5) minutes dwell time, scrub inside and outside of toilet riser with a long handled, stiff bristle brush, if the interior is fiberglass use a cloth or sponge to remove disinfectant.
- h. Using the pump-up sprayer, rinse walls, toilet seat, lid and riser with **clean** water.
- i. Mop floor with detergent- disinfectant.
- j. Remove all excess water from floor surfaces.
- k. Remove writing from walls by over staining/painting on wood surfaces or using an acetone based graffiti remover on fiberglass walls.
- l. Resupply toilet tissue.
- m. Report any damages or problems to the CONTRACT ADMINISTRATOR.

**II Grounds**

- a. Pickup litter, including animal droppings, from the grounds and parking area.
- b. Empty trash barrels and remove contents to a licensed Class II landfill.
- c. Replace and furnish plastic bag barrel liners.
- d. Remove/dispose of ashes and cleanup picnic grills, sweep concrete slabs, clean picnic tables with detergent- disinfectant and rinse.

**III Map Case**

- a. Clean plexiglass with a mild soap and water DO NOT scratch plexiglass.
- b. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
- c. Remove cobwebs in and around structures.
- d. Sweep concrete around display structure.
- e. Remove graffiti on stained/painted surfaces, re- stain/paint where required.



- IV Well Shelter
  - a. Clean the hand pump (or faucet/basin if present).
  - b. Clean concrete slab and pump base.
  - c. Remove cobwebs from structure.
  - d. Remove graffiti from stained/painted surfaces, re- stain/paint where required.
  
- V Sidewalks
  - a. Sweep all paved sidewalk surfaces clean of debris.
  - b. Pull weeds or grass growing in sidewalk cracks.

B. **Weekly janitorial requirements**

Building

- I. Scrub concrete floor with a stiff swivel scrub brush and detergent-disinfectant. Rinse floor thoroughly with **clean** water.
- II. Clean all louvers.

C. **Bi-Weekly janitorial requirements**

Vaults

- I. Per vault, mix 1/4 gallon of vault toilet product with 2 1/4 gallons of water in the pump-up sprayer. Spray the solution into the vault, and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the CONTRACT ADMINISTRATOR.

4. **SPRING/FALL CLEANUP**

- A. The Contractor shall be responsible for the removal and proper disposal of leaves in the spring and fall, accumulated litter and tree branches. All materials must be disposed of off MDOT properties.
- B. Sweep building roofs in the spring and fall to remove dirt, leaves, needles, etc.
- C. Prepare each vault by adding vault product in the spring and fall. Per vault, mix ½ gallon of product with 2 ½ gallons of water and spray inside the vault during the first day of opening, and also at the end of season. The vault product must also be applied at the above rate after each vault pumping during the season..

5. **DEDUCTIONS**

If the Contractor fails to have a person in the roadside park for the minimum required coverage per day, as stated in the above **Minimum Maintenance Requirements**, it will result in a deduction of \$100 for each occurrence.

**Procedures for implementing the above:**

- A. The first time a roadside park is not staffed or satisfactorily maintained per the specifications of the contract, the CONTRACT ADMINISTRATOR will call for a meeting with the Contractor and review the condition and \$100 will be deducted from the invoice, if appropriate.
- B. Should a second non-staffed condition or not satisfactorily maintained occur, a second meeting will be held, followed by a letter of warning and \$100 will be deducted from the next invoice, if appropriate.
- C. Should a third non-staffed condition or not satisfactorily maintained occur, a written notice of termination will be sent to the Contractor.

Payment for the completed work shall be included in the contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.



6. **APPROVED MATERIALS LIST**

The Contractor must choose products that meet the following use and specifications. Products that do not meet specifications and use outlined in this table will be considered a default of the contract due to noncompliance.

<u>Material</u>	<u>Use</u>	<u>Specifications</u>
Toilet paper	Jumbo toilet paper container	Toilet tissue dispenser roll, single ply, white, non-perforated, 4 inch wide, 3 inch core, 2100/roll
Toilet paper	Regular toilet paper container	Toilet tissue rolls, bleached, 2 ply, wrapped; 4 ½ inch x 4 ½ inch; 1000 sheet/roll.
Plastic Bag Barrel Liners (55 gallon)	All large trash	55 gallon capacity, minimum size 3 feet x 5 feet; mil thickness 0.4 mm
Deodorant-Disinfectant	Toilet seats, risers, floors	E.P.A. registered detergents- disinfectants shall be quaternary ammonium compounds.
Portable pump-up	Apply vault toilet odor	2.5 gallon capacity compressed air Sprayer control product sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15 to 16 inch brass wand with adjustable brass nozzle and flat fan nozzle.
Graffiti remover	Remove pen and marker	Water based acetone marker ink, pencil, and crayon remover, must be safe for use on graffiti fiberglass.

**Estimated usage of vendor provided supplies:**

Baraga Co Parks - This includes Canyon Falls, Cliff Park, Tioga Park

These are estimated amounts:

- Jumbo toilet rolls total 192 rolls for all parks
- Plastic Barrel liner's 55 gallon total 350 bags for all parks
- Deodorant disinfectant total 192 12 oz bottles for all parks
- Vault Disinfectant total 150 gallons for all parks
- Graffiti remover total 30 12 oz bottles for all parks

Houghton County - Airport Park and Keweenaw Scenic Turnout

These are estimated amounts:

- Jumbo toilet rolls 5 cases 60 rolls
- Plastic Barrel liners 55 gallon 1 case 100 bags
- Deodorant disinfectant 5 cases 60 bottles
- Vault Disinfectant 8 cases 48 gallons
- Graffiti remover 1 case 12 bottles



**SPECIFICATIONS  
ROADSIDE PARK  
LAWN MAINTENANCE**

This specification is for roadside park lawn maintenance, which includes but is not limited to lawn mowing and trimming, edging, and removal of clippings and other debris.

**1. MOWING SEASON**

For the purpose of this specification, the regular mowing season is defined as starting the 1<sup>st</sup> of June and ending in mid October - approximately 20 lawn maintenance cycles. Any mowing cycles before June 1 or after October 15 will require **prior written approval** from the CONTRACT ADMINISTRATOR.

**2. PRE-MOWING MEETING**

Prior to the beginning of each mowing season the Contractor and the CONTRACT ADMINISTRATOR will review the grounds to identify any existing damages to landscape items.

**3. DAMAGES**

The Contractor will be held liable for all damages done, as a result of his operation, to fixed objects such as signs, posts, buildings, sprinkling systems and all vegetation including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include among other things; skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

Costs associated with damages caused by the Contractor to plant material will be assessed based on current Michigan Forestry and Park Association's ***Michigan Tree Evaluation Guidelines***.

All turf damage repairs shall be made by the Contractor as herein specified. Seed shall meet purity and germination requirements as specified by the CONTRACT ADMINISTRATOR, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass, and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the CONTRACT ADMINISTRATOR.

All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

The Contractor will be billed for all costs related to the damages caused by his operation or be required to repair the damages as directed by the CONTRACT ADMINISTRATOR.

**4. COORDINATION WITH OTHER ACTIVITIES**

***The Contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated ground first, and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the cycle.***

Landscaping, weed spray, fertilization or other work performed by MDOT, contract agencies or other contractors may occur during the life of this contract; therefore, the Contractor shall coordinate his operations with other activities as directed by the CONTRACT ADMINISTRATOR.

**5. EQUIPMENT**

The Contractor shall furnish all equipment and necessary supplies to do the work, including but not limited to:

- Gas powered mowers
- Gas powered edging machines
- Gas powered string trimmers
- Gas powered portable blowers
- Brooms, leaf rakes, and other hand tools as needed



The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass or damages the turf shall not be allowed to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to 3 inches.

Under no circumstances shall MDOT be responsible for any theft, vandalism, or damage to the Contractor's equipment.

The Contractor's equipment **will not** be stored on MDOT property for any reason. If due to the weather the Contractor does not finish a lawn maintenance cycle in one working day the equipment shall be removed from MDOT property until such a time as the weather permits completing the cycle.

## 6. **LAWN MAINTENANCE CYCLE**

The lawn maintenance cycle includes: grass mowing; trimming and edging; proper removal/disposal of lawn litter, including trash and landscape debris such as leaves, sticks, grass clippings and organic debris by the Contractor according to the following specification.

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 20 Lawn Maintenance Cycles per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required, however, any additional mowing beyond once a week mowing shall be approved by the CONTRACT ADMINISTRATOR or his representative prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the contract unit price.

A lawn maintenance cycle shall not take place on Saturdays, Sundays or holidays unless approved in advance by the CONTRACT ADMINISTRATOR or his representative.

All elements of the lawn maintenance cycle shall be **completed the same day they are started**. No partial mowing will be allowed unless weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves, and other debris shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of in MDOT furnished dumpsters or on MDOT property.

## 7. **MOWING**

APPROXIMATE areas to be mowed will be located at the pre-bid meeting.

Grass shall be mowed to an average height of 3 inches. At no time shall more than 50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.

**Grass shall not be mowed when wet.**

Clippings shall be removed, if visible, after mowing.

All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

The Contractor is responsible for keeping any wood chip material confined to the original mulched areas.

## 8. **GRASS TRIMMING**

Trim grass around all fixed objects and trees at every mowing. Also trim along fence adjacent to any mowed areas. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the CONTRACT ADMINISTRATOR.



9. **EDGING**

Edge along walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than ½ inch from sidewalk/curb to lawn surface. All edging debris shall be removed from the site.

10. **SPRING/FALL CLEANUP**

Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash, and other debris from the lawn and dispose of at his/her own expense. This work shall be incidental to the contract unit price ROADSIDE PARK JANITORIAL / GROUNDS MAINTENANCE.

11. **HERBICIDES**

THE USE OF HERBICIDES BY THE CONTRACTOR FOR ANY WORK TASK INCLUDED IN THIS CONTRACT IS STRICTLY PROHIBITED.

12. **PAYMENT**

The completed work will be paid for at the contract price for each item as specified on the DETAIL SHEET which shall be payment in full for all labor, equipment, and materials required to satisfactorily complete the work as described herein.



**STUMPJUMPER PROPOSAL**

**WORK SCHEDULE**

JANITORIAL:

LOC.	PERS.	MAN HRS	START	FINISH
3 LAKES-GENE/FRANK		.75	6:30 AM	7:00 AM
TIOGA -GENE/FRANK		1	7:30 AM	8:30 AM
CANYON FALLS -BRAD/TREV		1.5	8:00 AM	8:45 AM
KEW. CLIFFS-BRAD/TREV		1	7:00 AM	7:30 AM

MOWING:

3 LAKES -BRAD/TREV	1	4:15 PM	5:15 PM
TIOGA -BRAD/TREV	2.2	1:45 PM	4:00 PM
CANYON FALLS -BRAD/TREV	3.2	10:00 AM	1:15 PM
KEW CLIFFS-BRAD/TREV	1.8	7:30 AM	8:50 AM

STAFF:

NAME	TITLE	WAGE/HR
GENE SULLIVAN	OWNER/SUPERVISOR	\$0.00
BRAD TAPANI	SUPERVISOR	\$8.00
TREVOR TAPANI	LABORER	\$6.00
FRANK RAJALA	LABORER	\$6.00
TOM KRUSE	LABORER	\$6.00

GENE SULLIVAN: BEING THE OWNER OF THIS COMPANY HE IS INTERCHANGEABLE WITH ANY POSITION THAT IS VACANT.

BRAD TAPANI: WORKED FOR ME LAST YEAR. IS SMART, LEVEL HEADED, ANALYTICAL, EXCELLENT PROBLEM SOLVING SKILLS, A GOOD LEADER, ABOVE AVERAGE MECHANICAL ABILITIES.

TREVOR TAPANI: TREVOR WORKED WITH BRAD AT THE END OF LAST YEAR. THEY WORK VERY WELL TOGETHER.

FRANK RAJALA: HE HAS BEEN A SUBCONTRACTOR PLOWING WITH ME OFF & ON FOR THE PAST THREE YEARS.

TOM KRUSE: WORKED WITH ME TWO YEARS AGO HAS ENOUGH EXPERIENCE TO SUPERVISE OR FILL IN AT WHATEVER ROLE IS NEEDED.

ONE LOOK AT THE WORK SCHEDULE WILL TELL YOU THAT BRAD & TREVOR ARE GOING TO BE DOING THE BULK OF THE WORK IN THIS CONTRACT. IF EITHER ONE OR BOTH OF THEM GO DONE FOR WHATEVER REASON. WE STILL HAVE ENOUGH PERSONNEL AVAILABLE TO STAY ON SCHEDULE WITHOUT A MAJOR PROBLEM. INCLEMENT WEATHER WILL DO NOTHING TO THE JANITORIAL SIDE OF THINGS. MOWING WILL BE DELAYED BY ONE DAY. WE WORK 4 - 10 HOUR SHIFTS JUST SO WE HAVE AN EXTRA WEEKDAY IN CASE OF RAIN OR IF WE HAVE ENOUGH WORK TOM OR FRANK & I WILL TAKE OVER IF BRAD AND TREVOR HAVE THEIR 40 HOURS IN ALREADY. BOTH CREWS CARRY CELL PHONES SO THEY CAN BE REACHED AT ANY GIVEN TIME. THEY ALSO CARRY A FULL COMPLIMENT OF TOOLS AND SPARE BLADES, BELTS, AND OTHER PARTS THAT CAN BE CHANGED ON SITE IF NEEDED.

**COST BREAKDOWN**

DUMPSTER: CARLYSLE SANITATION

4 YARD	
MONTHLY RENTAL	\$ 35.00
MONTHLY PICKUP CHARGE	\$ 28.00
EMPTIED WEEKLY	
SEASON TOTAL:	\$441.00

CLEANING SUPPLIES: GOLD EAGLE SUPPLY, INC.

JUMBO TOILET PAPER	\$36.00/CASE	\$324.00
.4 MIL GARBAGE BAGS	\$38.11/200CT	\$ 76.22
GRAFFITI REMOVER 32 OZ	\$9.22/CASE	\$ 55.32
DISINFECTANT/DEODORANT	\$15.80/GAL	\$126.40
10% DISCOUNT		-\$ 58.19
SEASON TOTAL:		\$523.75



**SEPTIC CLEANING: STIGLICH SEPTIC CLEANING**

INDIVIDUAL TANK	\$ 145.00
ALL PARKS 4 TANKS	\$ 580.00
4 EMPTIES / SEASON	\$2320.00

**MILEAGE:**

97 MILES @ \$.20/MILE MOWING \$19.40/CYCLE	\$ 388.00
97 MILES @ \$.15/MILE JANITORIAL \$14.55/DAY	\$2851.80

SEASON TOTAL: \$3239.80

**INSURANCE INCREASE:**

ANNUAL TOTAL: \$469.72

**MOWING:**

\$36.00/HOUR

	HOURS	CYCLE	MILEAGE	TOTAL	SEASON
3 LAKES:	1	\$36.00	\$4.85	\$40.85	\$ 817.00
TIOGA	2.2	\$79.20	\$4.85	\$84.05	\$1681.00
CAN. FLS.	3.2	\$115.20	\$4.85	\$120.05	\$2401.00
KEW. CLF.	1.8	\$64.80	\$4.85	\$69.65	\$1393.00
SEASON TOTAL:	\$295.20	\$388.00	314.60	\$6292.00	

**JANITORIAL:**

\$18.00/HOUR

	HOURS	DAILY	SUPPLIES	WEEKLY	SEASON
3 LAKES	.75	\$13.50	\$5.82	\$135.24	\$3786.72
TIOGA	1	\$18.00	\$5.82	\$166.74	\$4668.72
CAN. FLS.	1.5	\$27.00	\$5.82	\$229.74	\$6432.72
KEW. CLF.	1	\$18.00	\$5.82	\$166.74	\$4668.72
SEASON TOTAL:	\$76.50	\$14.55	\$698.46	\$19556.88	

**CLEAN-UP:**

	SPRING	FALL	TOTAL
3 LAKES	\$59.85	\$59.85	\$119.70
TIOGA	\$102.05	\$102.05	\$204.10
CAN. FLS.	\$120.05	\$120.05	\$240.10
KEW. CLFS.	\$87.65	\$87.65	\$175.30
SEASON TOTAL			\$739.20

FINAL TOTAL \$28908.08

**EQUIPMENT**

2005 GRAVELY PM 252 Z	52" ZERO TURN RIDER WITH 9 BUSHEL GRASS CATCHER & STRIPER
2002 CUB CADET 2176	LAWN TRACTOR
2002 HONDA RANCHER 350	FOUR WHEELER
2002 QUICKSILVER 54"	MOWER DECK
2002 JOHN DEERE BH25	LEAF BLOWER
2004 STIHL FS 55	TRIMMER
2004 STIHL FS 46	TRIMMER
2002 HONDA HHE31	EDGER



2005 TORO MODEL 30317      36" WALK-BEHIND MOWER WITH SULKY & SOFT BAGGER

2003 MTD                      21" MOWER

2003 SPIKE TYPE          SEEDER-FERTILIZER

2005 2 SPRAYERS          3 GAL. CHEMICAL RESISTANT

2002 US CARGO          20' LANDSCAPE TRAILER

2 LEAF RAKES, 2 GARDEN RAKES, 2 PUSH BROOMS, FLAT SHOVEL, & ROUND SHOVEL

**REFERENCES**

**WORK:**

COVINGTON TOWNSHIP - STEVE SALLI - SUPERVISOR (906) 355-2531  
NORTH 141 - JAMES HOWES - OWNER (906) 355-2412  
WE-ENERGIES - KAREN MESS (414) 221-4050  
COVINGTON POST OFFICE - MARGO LOHF - POST MASTER (906) 355-2566  
WATTON COUNTRY STORE - STEVE LISCOMB - OWNER (906) 355-2351  
WATTON POST OFFICE - SUE DAHL - POST MASTER (906) 355-2308  
PLESSCHER NURSERY - RAY PLESSCHER - OWNER (877) 586-6643  
MIDWAY TELEPHONE - SALLY ALLEN - GENERAL MANAGER (906) 355-2300

**FINANCIAL:**

SUPERIOR NATIONAL BANK - JOHN SUMAS (906) 353-6695  
U.S. 2 RENTAL                      JOE                      (906) 875-7368  
COUNTRYSIDE                      MARK                      (906) 353-8499  
BAY AUTO                              BOB                      (906) 353-6685  
NORTH 141                              JAMES HOWES      (906) 355-2412  
TALL PINES PROPANE      STEVE LISCOMB (906) 822-7713  
FREI CHEVROLET              KRIS STINE              (888) 373-4329

**1.102 RESERVED****1.103 QUALITY ASSURANCE PLAN**

The Contractor shall submit a Quality Assurance Plan to the Contract Compliance Inspector within 30-days of the start of this contract. The plan must be acceptable to the State. The Contractor shall not begin work under this contract until the Quality Assurance Plan, incorporating any changes required has been approved by Acquisition Services. The Contractor shall maintain and update the plan annually and within 30 days of the start of any extension. The Contractor's Quality Assurance Plan shall include: (1) the names and qualifications of individuals performing inspections and the extent of their authority; (2) methods of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable, with descriptions of sampling techniques; (3) methods of documenting and enforcing quality assurance operation, including inspections and testing; (4) the format for the Contractor's Quality Assurance Report; and (5) method of control site keys and locks.

a. Quality Assurance Files. A file of all quality assurance inspections, inspection results, and any corrective action required and/or performed, shall be maintained by the Contractor throughout the term of the contract. This file shall be the property of the State and be made available upon request to the Contract Administrator within ten days after completion or prior to termination of the contract. Final payment may be withheld pending receipt of quality assurance files.

b. Quality Assurance Reports. The Contractor shall submit to the Contract Administrator by close of business the fifth working day of each month, a Quality Assurance Report listing the results of the previous month's Quality Assurance Inspections.

c. Acceptability. For purposes of acceptance, the Contractor's Quality Assurance Plan will be considered as work of service and shall be subject to acceptance throughout the term of the contract, to include any extensions of contract term. The Contractor shall notify the Facility Manager in writing of any proposed change to the Contractor's Quality Assurance Plan. No change will be implemented prior to review and approval by the Facility Manager.

Also, describe your firm's customer service program. Give examples of how complaints would be handled and resolved.

**1.104 RESERVED****1.2 Service Capabilities****1.201 RESERVED****1.202 TRAINING AND DEVELOPMENT**

The Contractor shall:

- a) Provide a complete description of your firm's Training and Development Plan. Include the training provided to your employees and supervisors prior to placing them on the job site. Also indicate, any on-going training provided to your employees and supervisors.
- b) Provide a list of training materials, classes or sources. Be specific.

Contractor shall employ personnel capable of fulfilling the requirements of this contract and shall provide a training and development plan for contractor personnel. The plan shall include the following:

1. Qualifications of instructors, supervisors and/or job coaches responsible for training and development.
2. Task analysis identifying knowledge and skills required for each custodial/janitorial activity.



3. Training objectives and methods of verifying competency of all contractor personnel.

The contractor shall submit a Training and Development Plan with the proposal (needs to be included with bid document). The plan must be acceptable to the State. The contractor shall not begin work under this contract until the Training and Development Plan, incorporating any changes required, has been approved by the State. The contractor shall maintain and update the plan annually and within 30 days of the start of any extension.

For clarification purposes, the Contractor's Training and Development Plan shall be considered as work or service and shall be subject to acceptance throughout the term of the contract, to include any extensions of contract term. The contractor shall notify the Contract Compliance Inspector in writing of any proposed change to the Contractor's Training and Development Plan. No change will be implemented prior to review and approval by the State Contract Compliance Inspector.

The Contractor must allow their staff to participate in special training programs that may be offered by the agency during normal working hours. The Contractor will be responsible for any wages due the contractor's employee during such time.

**1.203 RESERVED**

**1.204 SPECIAL PROGRAMS**

The State is interested in any other special programs that vendor's may have.

**1.205 SECURITY**

This Contract may require frequent [delivery of services](#) to State of Michigan facilities. This shall include, but is not limited to, performance of security background checks on all personnel assigned to State of Michigan facilities (i.e. cleaning people) and how they are performed, what the security check consists of, the name of the company that performs the security checks, use of uniforms and ID badges, etc. If security background checks are performed on staff, bidders shall indicate the name of the company that performs the check as well as provide a document stating that each employee has satisfactorily completed a security check and is suitable for assignment to State facilities. Upon request by the State, the contractor shall provide the results of all security background checks.

Upon review of the security measures included in this contract, the State will decide whether to issue State ID badges to the contractor's personnel or accept the ID badge issued to contractor's personnel.

The State may decide to also perform a security background check. If so, contractor will be required to provide to the State a list of all people that will service State of Michigan facilities, including name and date of birth (social security number of driver license number would also be helpful).

The Contractor and its subcontractors shall comply with the security access requirements of individual State facilities.

**1.3 RESERVED**

**1.4 Project Price**

**1.401 RESERVED**

**1.402 RESERVED**

**1.403 PRICE TERM**

Prices quoted are the maximum for a period of 365 days from the date the Contract becomes effective.



Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Acquisition Services reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Acquisition Services also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract period unless further revised at the end of the next 365-day period.

Requests for price changes shall be RECEIVED IN WRITING AT LEAST THIRTY DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the CONTRACT may be cancelled. 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.



## Article 2 – General Terms and Conditions

### 2.0 Introduction

#### 2.001 GENERAL PURPOSE

The Contract is for Janitorial Service and Grounds Maintenance for the State of Michigan. Exact quantities to be purchased are unknown, however the Contractor will be required to furnish all such materials and services as may be ordered during the CONTRACT period. Quantities specified if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. Orders for delivery will be issued directly to the Contractor by various State Agencies on the Purchase Order Contract Release Form.

#### 2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

The Contract is issued by Acquisition Services, State of Michigan, Department of Management and Budget, hereinafter known as Acquisition Services, for the Department of Transportation, hereinafter known as MDOT. Where actions are a combination of those of Acquisition Services and the State agencies, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all procurement and contractual matters relating to the commodities and/or services described herein. Acquisition Services is the only office authorized to negotiate, change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of the Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the procurement process.

**Contractor proceeds at its own risk if it takes negotiation, changes, modification, alterations, amendments, clarification, etc., of the specifications, terms, or conditions of the contract from any individual or office other than Acquisition Services and the listed contract administrator**

All communications covering this procurement must be addressed to contract administrator indicated below:

Department of Management and Budget  
Acquisition Services  
Attn: Jim Wilson, Buyer  
2nd Floor, Mason Building  
P.O. Box 30026  
Lansing, Michigan 48909  
Phone: (517) 241-1916  
Fax: (517) 335-0046  
Email: [wilsonj4@michigan.gov](mailto:wilsonj4@michigan.gov)

#### 2.003 NOTICE

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

#### 2.004 CONTRACT TERM

The term of this Contract will be for three (3) years and will commence with the issuance of a Contract. This will be approximately August 1, 2005 to May 1, 2008.

**Option.** The State reserves the right to exercise two one-year options, at the sole option of the State. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.



**Extension.** At the sole option of the State, the contract may also be extended. Contractor performance, quality of products, price, cost savings, and the contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by Acquisition Services to exercise an option year.

Written notice will be provided to the Contractor within thirty (30) days provided that the State gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

## 2.005 GOVERNING LAW

The Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing this agreement, vendor consents to personal jurisdiction in the state of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

## 2.006 APPLICABLE STATUTES

The following statutes, rules, and laws are applicable to the performance of this contract; some statutes are reflected in the clauses of this contract. This list is NOT exhaustive.

MI Uniform Commercial Code (MIUCC) MCL 440. (All sections unless otherwise altered by agreement)  
MI OSHA MCL §§ 408.1001 – 408.1094  
Freedom of Information Act (FIOA) MCL §§ 15.231, et seq.  
Natural Resources and Environmental Protection Act MCL §§ 324.101, et seq.  
MI Consumer Protection Act MCL §§ 445.901 – 445.922  
Laws relating to wages, payments of wages, and fringe benefits on state projects MCL §§ 408.551 – 408.558, 408.471 – 408.490, 1965 PA 390.  
Department of Civil Service Rules and regulations  
Elliot Larsen Civil Rights Act MCL §§ 37.2201, et seq.  
Persons with disabilities Civil Rights Act MCL §§ 37.1101, et seq.  
MCL §§ 423.321, et seq.  
MCL § 18.1264 (law regarding debarment)  
Davis-Bacon Act (DBA) 40 USCU § 276(a), et seq.  
Contract Work Hours and Safety Standards Act (CWHSSA) 40 USCS § 327, et seq.  
Business Opportunity Act for Persons with Disabilities MCL §§ 450.791 – 450.795  
Rules and regulations of the Environmental Protection Agency  
Internal Revenue Code  
Rules and regulations of the Equal Employment Opportunity Commission (EEOC)  
The Civil Rights Act of 1964, USCS Chapter 42  
Title VII, 42 USCS §§ 2000e et seq.  
The Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.  
The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.  
The Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626, et seq.  
The Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.  
The Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.  
Pollution Prevention Act of 1990 (PPA) 42 U.S.C. §13106  
Sherman Act, 15 U.S.C.S. § 1 et seq.  
Robinson-Patman Act, 15 U.S.C.S. § 13 et. seq.  
Clayton Act, 15 U.S.C.S. § 14 et seq.

**2.007 RELATIONSHIP OF THE PARTIES**

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

**2.008 HEADINGS**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

**2.009 MERGER**

This document constitutes the complete, final, and exclusive agreement between the parties. All other prior writings and negotiations are ineffective.

**2.010 SEVERABILITY**

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

**2.011 SURVIVORSHIP**

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of the Contract for any reason.

**2.012 NO WAIVER OF DEFAULT**

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term or any other term of the Contract.

**2.013 PURCHASE ORDERS**

Orders for delivery of commodities and/or services may be issued directly by the State Departments through the issuance of a Purchase Order Form referencing this Contract (Blanket Purchase Order) agreement and the terms and conditions contained herein. Contractor is asked to reference the Purchase Order Number on all invoices for payment.

Acquisition Services has given the State Departments approval to make payments for commodities and services purchased from this contract through Direct Voucher. For this reason, the Contractor may be asked to reference the Blanket Purchase Order/Contract number rather than a Purchase Order Number when invoicing for payment.

**2.1 Vendor/Contractor Obligations****2.101 ACCOUNTING RECORDS**

The Contractor and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three years from expiration date and final payment on the Contract or extension thereof.

**2.102 NOTIFICATION OF OWNERSHIP**

The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership or officers has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify Acquisition Services within 30 days.
2. The Contractor shall also notify the Acquisition Services within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.

The Contractor shall:

1. Maintain current, accurate, and complete inventory records of assets and their costs;
2. Provide Acquisition Services or designated representative ready access to the records upon request;
3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership or officer changes; and
4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership or officer change.

**2.103 SOFTWARE COMPLIANCE**

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

**2.104 RESERVED****2.105 RESERVED****2.106 RESERVED****2.107 PAYROLL AND BASIC RECORDS**

Payrolls and basic records relating to the performance of this contract shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.



Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

The Contractor shall submit a copy of all payrolls to the Contract Administrator upon request. The payrolls submitted shall set out accurately and completely all of the information required to be maintained as indicated above.

The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors upon request from the Contract Administrator

The Contractor or subcontractor shall permit the Contract Administrator or representatives of the Contract Administrator or the State of Michigan to interview employees during working hours on the job.

If the Contractor or subcontractor fails to submit required records or to make them available, the Contract Administrator may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment.

#### **2.108 COMPETITION IN SUB-CONTRACTING**

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

#### **2.109 CALL CENTER DISCLOSURE**

Vendor and/or all subcontractors involved in the performance of this contract providing call or contact center services to the State of Michigan must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information shall be a material breach of this agreement.

### **2.2 Contract Performance**

#### **2.201 TIME IS OF THE ESSENCE**

Contractor/Vendor is on notice that time is of the essence in the performance of this contract. Late performance will be considered a material breach of this contract, giving the State a right to invoke all remedies available to it under this contract.

#### **2.202 CONTRACT PAYMENT SCHEDULE**

The specific payment schedule for any Contract(s) entered into, as the State and the Contractor(s) will mutually agree upon the result of this ITB. The schedule should show payment amount and should reflect actual work done by the payment dates, less any penalty cost charges accrued by those dates. As a general policy statements shall be forwarded to the designated representative by the 15th day of the following month.

#### **2.203 POSSIBLE PROGRESS PAYMENTS**

The Government may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

#### **2.204 POSSIBLE PERFORMANCE-BASED PAYMENTS (Actual performance rendered)**

a. Contractor request for performance-based payment.

The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contract Administrator. Unless otherwise authorized by the Contract Administrator, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled.



b. Approval and payment of requests.

- (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contract Administrator shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contract Administrator may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Quick Payment clause (1.402) of this contract.
- (3) The approval by the Contract Administrator of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

## **2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. Vendor is required register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically at [www.cpexpress.state.mi.us](http://www.cpexpress.state.mi.us).

## **2.206 RESERVED**

## **2.3 Contract Rights and Obligations**

### **2.301 INCURRING COSTS**

The State of Michigan is not liable for any cost incurred by the Contractor prior to signing of the Contract. The State fiscal year is October 1st through September 30th. The Contractor(s) should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations. Total liability of the State is limited to terms and conditions of the Contract.

### **2.302 CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve subcontractors and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract. Any change in subcontractors must be approved by the State, in writing, prior to such change.

### **2.303 ASSIGNMENT AND DELEGATION**

The Contractor shall not have the right to assign this Contract, to assign its rights under this contract, or delegate any of its duties or obligations under the Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

The Contractor shall not delegate any duties or obligations under the Contract to a subcontractor other than a subcontractor named and approved in the bid unless the Director of Acquisition Services has given written consent to the delegation.



**Bidder must obtain the approval of the Director of Acquisition Services before using a place of performance that is different from the address that bidder provided in the bid.**

### **2.304 TAXES**

Sales Tax: For purchases made directly by the State of Michigan, the State is exempt from State and Local Sales Tax. Prices shall not include such taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

Federal Excise Tax: The State of Michigan may be exempt for Federal Excise Tax, or such taxes may be reimbursable, if articles purchased under this Contract are used for the State's exclusive use. Certificates exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent to the Contractor upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices shall not include the Federal Excise Tax.

The State's Tax Exempt Certification is available for vendor viewing upon request to the Contract Administrator.

### **2.305 INDEMNIFICATION**

#### General Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, from and against all losses, liabilities, penalties, fines, damages and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any of the following:

1. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from (1) the product provided or (2) performance of the work, duties, responsibilities, actions or omissions of the Contractor or any of its subcontractors under this Contract.
2. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from a breach by the Contractor of any representation or warranty made by the Contractor in the Contract;
3. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or related to occurrences that the Contractor is required to insure against as provided for in this Contract;
4. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents arising out of or resulting from the death or bodily injury of any person, or the damage, loss or destruction of any real or tangible personal property, in connection with the performance of services by the Contractor, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the State;
5. Any claim, demand, action, citation or legal proceeding against the State, its employees and agents which results from an act or omission of the Contractor or any of its subcontractors in its or their capacity as an employer of a person.



#### Patent/Copyright Infringement Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State, its employees and agents from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any United States or foreign patent, copyright, trade secret or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof, become or in the Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the 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.

#### Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

#### Indemnification Obligation Not Limited

In any and all claims against the State of Michigan, or any of its agents or employees, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clause.

#### Continuation of Indemnification Obligation

The duty to indemnify will continue in full force and affect not withstanding the expiration or early termination of the Contract with respect to any claims based on facts or conditions, which occurred prior to termination.

#### Indemnification Procedures

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- (a) After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.



- (b) If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State of Michigan, or any of its subdivisions pursuant to this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.
- (c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

### **2.306 LIMITATION OF LIABILITY**

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages. Such limitation as to indirect or consequential damages shall not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of this Contract calling for liquidated damages; to Contractor's indemnification obligations (2.305); or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

The Contractor's liability to the State shall be limited to two times the value of the contract.

### **2.307 CONTRACT DISTRIBUTION**

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

### **2.308 FORM, FUNCTION, AND UTILITY**

If the Contract is for use of more than one State agency and if the good or service provided under this Contract do not meet the form, function, and utility required by a State agency, that agency may, subject to State purchasing policies, procure the good or service from another source.

**2.309 ASSIGNMENT OF ANTITRUST CAUSE OF ACTION**

For and in consideration of the opportunity to submit a quotation and other good and valuable consideration, the bidder hereby assigns, sells and transfers to the State of Michigan all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of payment and which relate solely to the particular goods, commodities, or services purchased or procured by this State pursuant to this transaction.

**2.310 RESERVED****2.311 TRANSITION ASSISTANCE**

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to thirty (30) days after the expiration or cancellation of this Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance.

**2.312 RESERVED****2.313 RESERVED****2.314 WEBSITE INCORPORATION**

State expressly states that it will not be bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of such content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representation of the State.

**2.4 Contract Review and Evaluation****2.401 CONTRACT COMPLIANCE INSPECTOR**

Upon receipt at Acquisition Services of the properly executed Contract Agreement(s), the person named below will be allowed to oversee the Contract performance on a day-to-day basis during the term of the Contract. However, overseeing the Contract implies **no authority to negotiate, change, modify, clarify, amend, or otherwise alter the terms, conditions, and specifications of such Contract(s). That authority is retained by Acquisition Services.** The Contract Compliance Inspector for this project is:

**Dan Robillard,**  
Transportation Maintenance Coordinator  
Ishpeming Transportation Service Center  
100 South Westwood Drive  
Ishpeming, MI 49849.

**Phone:** 906-485-4270      **Email:** [Robillard@mi.gov](mailto:Robillard@mi.gov)

**2.402 PERFORMANCE REVIEWS**

Acquisition Services in conjunction with MDOT may review with the Contractor their performance under the Contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on Contractor's past performance with the State.



Performance reviews shall include, but not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the Contract.

Upon a finding of poor performance, which has been documented by Acquisition Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by Acquisition Services, the Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of Contract subject to the cancellation provisions contained herein.

**2.403 AUDIT OF CONTRACT COMPLIANCE/ RECORDS AND INSPECTIONS**

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at Contractor's location(s) to determine if the Contractor is complying with the requirements of the Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the Contract requirements.

**2.5 Quality and Warranties**

**2.501 PROHIBITED PRODUCTS**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, shall be considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items shall remain consistent for the term of the Contract, unless Acquisition Services has approved a change.

**2.502 RESERVED**

**2.503 RESERVED**

**2.504 RESERVED**

**2.505 RESERVED**

**2.506 STAFF**

The State reserves the right to approve the Contractor's assignment of Key Personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval any of the Key Personnel until such time as the Key Personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of Key Personnel is critical and agrees to the continuity of Key Personnel. Removal of Key Personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where Key Personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the Key Personnel's employment.

**2.507 RESERVED**

**2.508 RESERVED**

**2.509 RESERVED**



## 2.6 Breach of Contract

### 2.601 BREACH DEFINED

Failure to comply with articles, sections, or subsections of this agreement, or making any false statement in this agreement will be considered a material breach of this agreement giving the state authority to invoke any and all remedies available to it under this agreement.

In addition to any remedies available in law and by the terms of this contract, if the Contractor breaches Sections 2.508, 2.509, or 2.510, such a breach may be considered as a default in the performance of a material obligation of this contract.

### 2.602 NOTICE AND THE RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

### 2.603 EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaroud plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.
2. If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable hereunder shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaroud plans or other means.



## 2.7 Remedies

### 2.701 CANCELLATION

The State may cancel this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

1. Material Breach by the Contractor. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.

In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.

2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
4. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.



5. Approvals Rescinded. The State may terminate this Contract without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in such written notice.

## 2.702 RIGHTS UPON CANCELLATION

### A. Rights and Obligations Upon Termination

- (1) If this Contract is terminated by the State for any reason, Contractor shall (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) in the event that the Contractor maintains title in equipment and software that is intended to be transferred to the State at the termination of the Contract, Contractor will transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables and other Developed Materials intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which shall be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of such items included compensation to Contractor for the provision of warranty services in respect of such materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.
- (2) In the event the State terminates this Contract prior to its expiration for its own convenience, the State shall pay Contractor for all charges due for Services provided prior to the date of termination and, if applicable, as a separate item of payment pursuant to this Contract, for partially completed Deliverables, on a percentage of completion basis. All completed or partially completed Deliverables prepared by Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and Contractor shall be entitled to receive equitable fair compensation for such Deliverables. Regardless of the basis for the termination, the State shall not be obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- (3) If any such termination by the State is for cause, the State shall have the right to set-off against any amounts due Contractor the amount of any damages for which Contractor is liable to the State under this Contract or pursuant to law or equity.
- (4) Upon a good faith termination, the State shall have the right to assume, at its option, any and all subcontracts and agreements for services and materials provided under this Contract, and may further pursue completion of the Services under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

### B. Termination Assistance

If the Contract (or any Statement of Work issued under it) is terminated for any reason before completion, Contractor agrees to provide for up to two-hundred seventy (270) calendar days after the termination all reasonable termination assistance requested by the State to facilitate the orderly transfer of such Services to the State or its designees in a manner designed to minimize interruption and adverse effect. Such termination assistance will be deemed by the parties to be governed by the terms and conditions of the Contract (notwithstanding its termination) other than any terms or conditions that do not reasonably apply to such termination assistance.



The State shall compensate Contractor for such termination assistance at the same rates and charges set forth in the Contract on a time and materials basis in accordance with the Labor Rates indicated within Contractors pricing section. If the Contract is terminated by Contractor under **Section 20**, then Contractor may condition its provision of termination assistance under this Section on reasonable assurances of payment by the State for such assistance, and any other amounts owed under the Contract.

**C. Reservation of Rights**

Any termination of the Contract or any Statement of Work issued under it by a party shall be with full reservation of, and without prejudice to, any rights or remedies otherwise available to such party with respect to any claims arising prior to or as a result of such termination.

**D. End of Contract Transition**

In the event the Contract is terminated, for convenience or cause, or upon expiration, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. In the event of termination or the expiration of the Contract, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 270 calendar days. These efforts shall include, but are not limited to, the following:

- (1) Personnel - The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor shall allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors.
- (2) Knowledgeable Personnel. Contractor will make available to the State or a Third Party Provider knowledgeable personnel familiar with the operational processes and procedures used to deliver products and services to the State. The Contractor personnel will work with the State or third party to help develop a mutually agreeable transition plan, work to transition the process of ordering, shipping and invoicing equipment and services to the State.
- (3) Information - The Contractor agrees to provide reasonable detailed specifications for all Services needed by the State, or specified third party, to properly provide the services required under the Contract. The Contractor will also provide any licenses required to perform the Services under the Contract.
- (4) Software. - The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services under the Contract. This shall include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses shall, upon expiration of the Contract, transfer back to the State at their current revision level.
- (5) Payment - If the transition results from a termination for any reason, reimbursement shall be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after Contract expiration that result from transition operations). The hourly rates or fixed price to be charged will be agreed upon prior to the work commencing.
- (6) Single Point of Contact. Contractor will maintain a Single Point of Contact (SPOC) for the State after termination of the Contract until all product and service obligations have expired.

**E. Transition out of this Contract**

- (1) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the Contractor agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
  - (i) Cooperating with any contractors, vendors, or other entities with whom the State contracts to meet its telecommunication needs, for at least two hundred and seventy (270) days after the termination of this Contract;
  - (ii) Reserved.
  - (iii) Providing the State with all asset management data generated from the inception of this Contract through the date on which this Contract is terminated, in a comma-delimited format unless otherwise required by the Program Office;
  - (iv) Reconciling all accounts between the State and the Contractor;
  - (v) Allowing the State to request the winding up of any pending or ongoing projects at the price to which the State and the Contractor agreed at the inception of the project;
  - (vi) Freezing all non-critical software changes;
  - (vii) Notifying all of the Contractor's subcontractors of procedures to be followed during the transition out phase;
  - (viii) Assisting with the communications network turnover, if applicable;
  - (ix) Assisting in the execution of a parallel operation until the effective date of termination of this Contract
  - (x) Answering questions regarding post-migration services;
  - (xi) Delivering to the State any remaining owed reports and documentation still in the Contractor's possession.
  
- (2) In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to perform the following obligations, and any others upon which the State and the Contractor agree:
  - (i) Reconciling all accounts between the State and the Contractor;
  - (ii) Completing any pending post-project reviews.

**2.703 RESERVED****2.704 STOP WORK**

1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
  - a) Cancel the stop work order; or
  - b) Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
  
2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - a) The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and



- b) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

## **2.705 SUSPENSION OF WORK**

The Contract Administrator may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contract Administrator determines appropriate for the convenience of the Government.

If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contract Administrator in the administration of this contract, or (2) by the Contract Administrator's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

A claim under this clause shall not be allowed:

- (1) For any costs incurred more than 20 days before the Contractor shall have notified the Contract Administrator in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and
- (2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

## **2.8 Changes, Modifications, and Amendments**

### **2.801 APPROVALS**

The Contract may not be modified, amended, extended, or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

### **2.802 TIME EXTENTIONS**

Time extensions for contract changes will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of performance as described in the statement of work. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements related to the changed work and that the remaining contract completion dates for all other portions of the work will not be altered. The change order also may provide an equitable readjustment of liquidated damages under the new completion schedule.



## 2.803 MODIFICATION

Acquisition Services reserves the right to modify this contract at any time during the contract term. Such modification may include changing the locations to be serviced, additional locations to be serviced, method or manner of performance of the work, number of days service is to be performed, addition or deletion of tasks to be performed, addition or deletion of items, and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the proposed changes are subject to acceptance by the State. Changes may be increases or decreases. **IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.**

**The State reserves the right to add an item(s) that is not described on the item listing and is available from the Contract vendor.** The item(s) may be included on the Contract, only if prior written approval has been granted by Acquisition Services.

## 2.804 AUDIT AND RECORDS UPON MODIFICATION

DEFINITION: records includes books, documents, accounting procedures and practices, and other data, regardless of whether such items are in written form, electronic form, or in any other form

Contractor shall be required to submit cost or pricing data with the pricing of any modification of this contract to the Contract Administrator in Acquisition Services. Data may include accounting records, payroll records, employee time sheets, and other information the state deems necessary to perform a fair evaluation of the modification proposal. Contract Administrator or authorized representative of the state shall have the right to examine and audit all of the contractor's records, including computations and projections, related to:

1. The proposal for modification;
2. The discussions conducted on the proposal, including those related to negotiation;
3. Pricing of the modification; or
4. Performance of the modification.

Contractor shall make available at its office at all reasonable times the materials described in the paragraphs above.

If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

## 2.805 CHANGES

- (a) The Contract Administrator may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes:
  - (1) In the specifications (including drawings and designs);
  - (2) In the method or manner of performance of the work;
  - (3) In the Government-furnished facilities, equipment, materials, services, or site; or
  - (4) Directing acceleration in the performance of the work.
- (b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contract Administrator that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Administrator written notice stating:
  - (1) The date, circumstances, and source of the order; and
  - (2) That the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement, or conduct of the Contract Administrator shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



### 3.1 Disclosure Issues

#### 3.101 CONFIDENTIALITY

Contractor and the State each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor shall mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) that is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State shall mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State pursuant to applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State pursuant to its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. In the case of information of either Contractor or the State "Confidential Information" shall exclude any information (including this Contract) that is publicly available pursuant to the Michigan FOIA.

##### Protection of Confidential Information

The State and Contractor will each use at least the same degree of care to prevent is closing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party will limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access thereto in order to fulfill the purposes of this Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under this Contract, (B) such disclosure is necessary or otherwise naturally occurs in connection with work that is within such Subcontractor's scope of responsibility, 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 and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect such Confidential Information from unauthorized use or disclosure.

##### News releases

News releases (including promotional literature and commercial advertisements) pertaining to the ITB and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the ITB and Contract are to be released without prior written approval of the State and then only to persons designated.

##### Exclusions

Notwithstanding the foregoing, the provisions of this Section will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose such Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of such disclosure as reasonably requested by the furnishing party.



### No Implied Rights

Nothing contained in this Section shall be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### Remedies

Each party acknowledges that, if it breaches (or attempts or threatens to breach) its obligations under this Section, the other party may be irreparably harmed. Accordingly, if a court of competent jurisdiction should find that a party has breached (or attempted or threatened to breach) any such obligations, the non-breaching party shall be entitled to seek an injunction preventing such breach (or attempted or threatened breach).

### Survival

The parties' respective obligations under this Section shall survive the termination or expiration of this Contract for any reason.

### Destruction of Confidential Information

Promptly upon termination or cancellation of the Contract for any reason, Contractor shall certify to the State that Contractor has destroyed all State Confidential Information.

## **3.102 FREEDOM OF INFORMATION ACT**

All information in a bidder's proposal and the Contract is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq

## **3.103 RESERVED**

## **3.2 Vendor/Contractor Compliance with Laws**

### **3.201 GENERALLY**

Contractor/vendor shall keep informed of federal, state, and local laws, ordinances, rules, regulations, orders, and decrees of bodies or tribunals having any jurisdiction/authority that in any manner affects those engaged in or employed on the work done under this agreement or that in any manner affects the conduct of the work done under this agreement. Contractor shall observe and comply with such laws, ordinances, rules, regulations, orders, and decrees. Contractor shall indemnify the state for any civil claim or liabilities arising from a violation of such laws, ordinances, rules, regulations, orders, or decrees, whether by itself or its employees, even if wholly or in part caused by a violation of such laws, ordinances, rules, regulations, orders, or decrees by the state or its agents or representatives.

### **3.202 RESERVED**

### **3.203 RESERVED**

### **3.204 CERTIFICATION REGARDING DEBARMENT AND PROPOSED DEBARMENT**

- 1) Principals for purposes of section 3.203(9) means officers, directors, owners, partners, and any other persons having primary management or supervisory responsibilities within a business entity
- 2) The supplier shall provide immediate written notice to the state if, at any time before the purchase award, the supplier learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances



- 3) A certification that any of the items in paragraph 3.203(9)(A) of this provision exists will not necessarily result in withholding an award under this solicitation. However, the certification will be considered in connection with a determination of the supplier's responsibility. Failure to furnish the certification or provide such information as requested by the state may render the supplier non-responsive
- 4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph 3.203(9)(a) of this provision. The knowledge and information of a supplier is not required to exceed that which is normally possessed by a prudent person in the ordinary course of commercially reasonable dealings.
- 5) If it is later determined that supplier knowingly rendered an erroneous certification under this provision, in addition to the other remedies available to the state, the state may terminate this purchase for default.

**VENDOR CAN REVIEW THE STATE'S DEBARMENT POLICY AT:** [www.michigan.gov/doingbusiness](http://www.michigan.gov/doingbusiness)  
(click on the link to Debarment Policy)

### **3.205 DEBARMENT OF SUB-CONTRACTORS**

Contractor shall require each primary sub-contractor, whose sub contract will exceed \$25,000, to disclose to the contractor, in writing, whether as of the time of the award of the sub contract, the sub-contractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the State of Michigan. The contractor shall then inform the state of the sub-contractor's status and reasons for contractor's decision to use such sub-contractor, if contractor so decides.

### **3.206 ETHICS: GRATUITIES and INFLUENCE**

#### **Gratuities**

The right of the contractor to proceed may be terminated by written notice, if the contracting agency head or contract administrator determines that the contractor, its agent, or its representative has offered or gave a gratuity, kickback, money, gift, or any thing of value to an officer, official, or employee of the state intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

#### **Influence**

The vendor/contractor by signing its proposal/bid hereby certifies to best of his or her knowledge that no funds have been given to any state officer, official, or employee for influencing or attempting to influence such officer, official, or employee of the state.

### **3.3 Vendor/Contractor Workplace Fitness**

#### **3.301 DRUG-FREE WORK PLACE**

The vendor/contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the work place; and



- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction; and
- D. Notifying the contracting state agency with in 15 days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within 30 days after receiving notice under subdivision (C)(2), imposing the proper sanctions as communicated to the employee through the statement required by subparagraph (A); and
- F. Making a good-faith effort to maintain a drug-free work place through the implementation of sub paragraphs (A) through (E) above.

### 3.302 WORKPLACE SAFETY

- 1. In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation by the Contractor of such safety requirements, rules, laws or regulations shall be a material breach of the Contract subject to the cancellation provisions contained herein.
- 2. In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at [www.michigan.gov/mdcs](http://www.michigan.gov/mdcs).

### 3.303 WORKPLACE DISCRIMINATION

The Contractor represents and warrants that in performing services for the State pursuant to this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental handicap or disability. The Contractor further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2201, et seq., and the Persons With Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq., and any breach thereof may be regarded as a material breach of the Contract or purchase order.

Vendor hereby represents that in performing this contract it will not violate The Civil Rights Act of 1964, USCS Chapter 42, including, but not limited to, Title VII, 42 USCS §§ 2000e et seq.; the Americans with Disabilities Act (ADA), 42 USCS §§ 12101 et seq.; or The Age Discrimination in Employment Act of 1967 (ADEA), 29 USCS §§ 621, 623 et seq.; the Old Workers Benefit and Protection Act of 1990 (OWBPA), 29 USCS §§ 626 et seq.; the Family Medical Leave Act of 1993 (FMLA), 29 USC §§ 651 et seq.; or the Fair Labor Standards Act (FLSA), 29 USC §§ 201 et seq.



### 3.307 LIABILITY INSURANCE

#### A. Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor shall have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if such ratings are no longer available, with a comparable rating from a recognized insurance rating agency. Companies that have been approved to do business in the State shall issue all policies of insurance required in this Contract.

See [www.michigan.gov/cis](http://www.michigan.gov/cis)

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Before both parties sign the Contract or before the purchase order is issued by the State, the Contractor must furnish to the Director of Acquisition Services, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING.** All Certificate(s) are to be prepared and submitted by the Insurance Provider. All Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without THIRTY (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Director of Acquisition Services, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Acquisition Services, Department of Management and Budget, P.O. Box 30026, Lansing, Michigan 48909. Failure to provide evidence of coverage, may, at the State's sole option, result in this Contract's termination.

The Contractor is required to pay for and provide the type and amount of insurance checked **below**:

1. Commercial General Liability with the following minimum coverage:

\$2,000,000	General Aggregate Limit other than Products/Completed Operations
\$2,000,000	Products/Completed Operations Aggregate Limit
\$1,000,000	Personal & Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$500,000	Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.



2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Contractor's business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSURED on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:
- |           |                          |
|-----------|--------------------------|
| \$100,000 | each accident            |
| \$100,000 | each employee by disease |
| \$500,000 | aggregate disease        |

**B. Subcontractors**

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor shall require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) shall fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**C. Certificates of Insurance and Other Requirements**

Contractor shall furnish to the Office of Acquisition Services certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insureds, but only to the extent of liabilities assumed by Contractor as set forth in Indemnification Section of this Contract, under each commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and shall not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor shall be responsible for all deductibles with regard to such insurance.



If Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given Contractor at least thirty (30) days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due Contractor, or Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

### **3.308 ENVIRONMENTAL AWARENESS**

## **3.6 Changes to Disclosures**

If any of the certifications, representations, or disclosures indicated in this document change after awarding of a contract, the Contractor is required to report those changes immediately to the Department of Management and Budget, Acquisition Services.

## **3.7 State Assertions**

If the state finds that grounds to debar exist, it shall send notice to the vendor of proposed debarment indicating the grounds for proposed debarment and the procedures for requesting a hearing. If the vendor does not respond with a written request for a hearing within twenty (20) calendar days, the state shall issue the decision to debar without a hearing. The debarment period may be of any length up to eight (8) years. After the debarment period expires, the vendor may reapply for inclusion on bidder lists through the regular application process. Authority given by Executive Order 2003-1.

ANY FALSE CERTIFICATION OF ANY OF THE PRECEEDING PROVISIONS IS GROUNDS FOR DEBARMENT AND WILL GIVE THE STATE THE RIGHT TO INVOKE ALL REMEDIES AVAILABLE TO IT UNDER THIS CONTRACT.



## Article 4

### 4.303 WORK PLAN (STAFFING AND SUB-CONTRACTORS)

- a) The Contractor must be able to provide appropriate staff to properly service the Contract. Contractor shall discuss the personnel that will be assigned to the Contract. Include the number of executive and professional personnel by skill and qualification. Show where these personnel will be physically located during the Contract. Identify key individuals by name and title.

Also, include in your work plan:

1. Number of employees and proposed man-hours
  2. Starting hourly wage per employee
  3. Hourly wage per supervisor.
  4. List any incentive programs designed to decrease employee turnover or to increase employee productivity. (For example: Health benefits, attendance bonus, employee performance rewards, etc.)
  5. Submit a resume for all key project personnel (supervisors, account managers, etc.)
- b) Provide a complete description of how you intend to accomplish the work. What tasks or responsibilities will be assigned to each employee assigned to the project. Be specific and include number of employees that possess the necessary skills required to provide janitorial services at this location. The work plan must indicate the number of employees and man-hours needed to ensure that contract specifications are met. Also, the plan must indicate the bidder's ability to ensure that adequate, competent supervision is accessible to the employees at all times. Also describe in the work plan a contingency plan when staff assigned can not provide the service. Also include a contingency plan during inclement weather. Include in your work plan if supervisor assist in any cleaning tasks.
- c) List all subcontractors; include firm name and address, contact person, complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

### 4.304 HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

Contractor is to provide a complete description of your health, safety and environmental protection program. If you do not have a health, safety and environmental protection program, provide a summary of how you inform your employees about safety, etc.

The Contractor shall conform to all applicable Federal, State and local laws, and to the requirements of this contract. In performing work under this contract at State of Michigan facilities, the contractor shall:

Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and State personnel performing or in any way coming into contact with the performance of this contract;

Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

Take such additional precautions as the Contract Administrator may reasonably require for health, safety, and environmental protection.

Any violation of these health, safety, and environmental rules and regulations, unless promptly corrected as directed by the Contract Administrator, shall be grounds for termination of this contract in accordance with the Default Clause of this contract.

- a. Damage Reports. In all instances where State property or equipment is damaged, the Contractor shall submit to the Contract Administrator a full report of the facts and extent of such damage--verbally within on hour, and in writing within 24 hours of the occurrence.



- b. Accident Reports. The Contractor shall comply with State of Michigan, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Contract Administrator within one hour of occurrence and a written follow-up report to the Contract Administrator within 24 hours of occurrence.
- c. Chemical Spills. The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.
- a. Hazard Communications. Contractor must maintain two, update Material Safety Data Sheet (MSDS) files on-site; one placed in Contract Administrator's office and the second in the contractors office or Janitors Closet. Refer to Section I-JJ - Right to Know (Act 80 of 1986) of this contract.

#### 4.305 EQUIPMENT AND SUPPLIES

- a) Contractor is to provide a list of the types of equipment, manufacturer, ,model number and age of the equipment you plan to utilize for this project. Also, explain your equipment maintenance plan. Do you own or rent your janitorial equipment?
- b) Contractor is to provide a list of the proposed janitorial cleaning supplies that will be utilized for this project. Also include manufacturer's name and proposed annual estimated quantities.

The Contractor must furnish all equipment and supplies, other than toilet paper, paper hand towels and ice melting products.

**The Contractor must utilize cleaning equipment that meets with the approval of the State Agency Contract Administrator. The use of any powdered scouring cleansers is expressly prohibited. A complete listing of equipment and products to be used shall be submitted to the Contract Administrator within 60 days after award of CONTRACT.**

The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

All equipment used in office areas must not exceed the noise level of 68 decibels at 5 feet, which will be less disruptive to office workers.

The Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended and approved by the Contract Administrator or his designee and the flooring manufacturer.

The Contractor's prime responsibility is to protect owner's property at all times and to use only such materials and treatments as will enhance the appearance of buildings and protect surfaces such as flooring.

The State will furnish an area, when necessary, for storage of the Contractor's equipment and supplies. The Contractor will be held solely responsible for all items stored on State premises.

The contractor will be required to submit a complete list by brand names and product number of all supplies to be used in fulfilling this contract and a Materials Safety Data Sheet (MSDS) prior to starting any work. Right is reserved by State to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item.



## ITEM LISTING

Baraga County:

<u>DESCRIPTION</u>	<u>UNIT of MEASURE</u>	<u>EST. QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1. Janitorial Service: MDOT "Tioga Creek" Roadside Park, located on US-41 approximately 19 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$166.74	\$14,006.16
2. Lawn Maintenance: MDOT "Tioga Creek" Roadside Park, located on US-41 approximately 19 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$84.05	\$6043.00
3. Spring and Fall Clean-up: MDOT "Tioga Creek" Roadside Park, located on US-42 approximately 19 miles south of L'Anse. In accordance with the attached specifications, terms, and conditions.	PER OCCASION	6	\$102.05	\$612.30
4. Janitorial Service: MDOT "Canyon Falls" Roadside Park, located on US-41 approximately 9 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$229.74	\$19298.16
5. Lawn Maintenance: MDOT "Canyon Falls" Roadside Park, located on US-41 approximately 9 miles south of L'Anse. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$120.05	\$7203.00
6. Spring and Fall Clean-up: MDOT "Canyon Falls" Roadside Park, located on US-41 approximately 9 miles south of L'Anse. In accordance with the attached specifications, terms, and conditions.	PER OCCASION	6	\$120.05	\$720.30



Baraga County continued:

DESCRIPTION	UNIT of MEASURE	EST. QTY	UNIT PRICE	EXTENDED PRICE
7. Janitorial Service: MDOT "Baraga Cliff" Roadside Park, located on US-41 approximately 6 miles north of Baraga. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$166.74	\$14,006.16
8. Lawn Maintenance: MDOT "Baraga Cliff" Roadside Park, located on US-41 approximately 6 miles north of Baraga. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$69.65	\$4,179.00
9. Spring and Fall Clean-up: MDOT "Baraga Cliff" Roadside Park, located on US-41 approximately 6 miles north of Baraga. In accordance with the attached specifications, terms, and conditions.	PER OCCASION	6	\$87.65	\$525.90
10. Janitorial Service: MDOT "Three Lakes" table site. In accordance with the attached specifications, terms and conditions.	PER WEEK	84	\$135.24	\$11,360.16
11. Janitorial Service: MDOT "Three Lakes" table site. In accordance with the attached specifications, terms and conditions.	PER CYCLE	60	\$40.85	\$2,451.00
12. Spring and Fall Clean-up: MDOT "Three Lakes" table site. In accordance with the attached specifications, terms, and conditions.	PER OCCASION	6	\$59.85	\$359.10

BARAGA COUNTY - TOTAL AMOUNT \$79,764.24

Please indicate person(s) responsible for administering a contract should one develop as a result of this request:

NAME/TITLE: Eugene Sullivan  
 TELEPHONE: (906) 355-2226  
 FACSIMILE: \_\_\_\_\_  
 TOLL FREE #: \_\_\_\_\_  
 E-MAIL: [gpsully@up.net](mailto:gpsully@up.net)

NAME/TITLE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 FACSIMILE: \_\_\_\_\_  
 TOLL FREE #: \_\_\_\_\_  
 E-MAIL: \_\_\_\_\_