

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

August 18, 2008

**CHANGE NOTICE NO. 2
 OF
 CONTRACT NO. 071B6200332
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Greenscape 8360 West Ludington Drive Lake, MI 48632 <div style="text-align: right;">bwcataldo@yahoo.com</div>	TELEPHONE (989) 544-2489 Brian Cataldo BUYER/CA (517) 241-3768 Lance Kingsbury
Contract Compliance Inspector: See Section 2.401 Catch Basin Cleaning and Curb/Street Sweeping Services – Bay and University Regions (Adrian Garage, Bay Area Garage, Brighton Garage and Lansing TSC) - MDOT	
CONTRACT PERIOD: From: July 5, 2006 To: April 30, 2009	
TERMS <div style="text-align: center;">N/A</div>	SHIPMENT <div style="text-align: center;">N/A</div>
F.O.B. <div style="text-align: center;">N/A</div>	SHIPPED FROM <div style="text-align: center;">N/A</div>
MINIMUM DELIVERY REQUIREMENTS <div style="text-align: center;">N/A</div>	

NATURE OF CHANGE(S):

Effective August 12, 2008, the following unit costs are hereby **CHANGED** for this Contract:

Catch Basin Clean Out, Lansing TSC, Williamston Area	\$50.02/Each
Catch Basin Cleanout, Grand Ledge Area	\$50.02/Each
Catch Basin Cleanout, Charlotte Area	\$50.02/Each
Emergency Call Outs, Catch Basin Cleanout	\$238.46/Hour
Catch Basin Cleaning, Brighton TSC, Livingston County	\$54.59/Each
Catch Basin Cleaning, Brighton TSC, City Of Saline	\$54.59/Each
Catch Basin Cleaning, Adrian Garage, Lenawee County	\$55.11/Each
Catch Basin Cleaning, City Of Adrian, Lenawee County	\$55.11/Each
Emergency Call Out, Curb Sweeping	\$238.46/Hour

Curb Sweeping, Bay Region \$455.73/Mile

Curb Sweeping, I-75, Z-Bridge Median And Shoulder Walls \$455.73/Mile

AUTHORITY/REASON:

Per request of Michigan Department of Transportation and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: \$1,553,728.73

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

August 21, 2007

CHANGE NOTICE NO. 1
OF
CONTRACT NO. 071B6200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (989) 544-2489
Greenscape 8360 West Ludington Drive Lake, MI 48632		Brian Cataldo
bwcataldo@yahoo.com		BUYER/CA (517) 241-3768
Lance Kingsbury		
Contract Compliance Inspector: See Section 2.401 Catch Basin Cleaning and Curb/Street Sweeping Services – Bay and University Regions (Adrian Garage, Bay Area Garage, Brighton Garage and Lansing TSC) - MDOT		
CONTRACT PERIOD: From: July 5, 2006 To: April 30, 2009		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

NATURE OF CHANGE(S):

Effective August 17, 2007, this Contract is hereby INCREASED by \$19,286.03. All other terms, conditions, and pricing not noted above shall remain the same.

AUTHORITY/REASON:

Per request of Michigan Department of Transportation (PRF dated 8/13/07) and agreement of Purchasing Operations.

INCREASE: \$19,286.03

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$1,553,728.73

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 12, 2006

NOTICE
OF
CONTRACT NO. 071B6200332
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE (989) 544-2489
Greenscape 8360 West Ludington Drive Lake, MI 48632		Brian Cataldo
bwcataldo@yahoo.com		BUYER/CA (517) 241-3768
Lance Kingsbury		
Contract Compliance Inspector: See Section 2.401 Catch Basin Cleaning and Curb/Street Sweeping Services – Bay and University Regions (Adrian Garage, Bay Area Garage, Brighton Garage and Lansing TSC) - MDOT		
CONTRACT PERIOD: From: July 5, 2006 To: April 30, 2009		
TERMS	N/A	SHIPMENT
		N/A
F.O.B.	N/A	SHIPPED FROM
		N/A
MINIMUM DELIVERY REQUIREMENTS		
N/A		

The terms and conditions of this Contract are those of ITB #071I6200148, this Contract Agreement and the vendor's quote dated April 19, 2006. 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: \$1,534,460.70



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

Michigan Department of Transportation (MDOT)
Catch Basin and Curb/Street Sweeping Services
For:
University and Bay Regions

Contract Locations:

Bay Region

Location 01: Bay Region Complex—Curb/Street Sweeping
3510 E. Washington; Saginaw, MI 48601

University Region

Location 02: Adrian Garage—Catch Basin Cleaning
2451 N. Adrian Hwy; Adrian, MI 49221

University Region

Location 03: Brighton Garage—Catch Basin Cleaning
10102 E. Grand River; Brighton, MI 48116

University Region

Location 04: Lansing TSC—Catch Basin Cleaning
1019 Trowbridge; E. Lansing, MI 48823

Awarded to:

**Greenscape
PO Box 133
8360 W. Ludington Dr.
Lake, MI 48632**



**Catch Basin Clean Out and Curb/Street Sweeping Services
Bay and University Regions**

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MDOT Catch Basin Clean Out and Curb/Street Sweeping Specifications
Location Specification Sheet(s)



Article1 – Statement of Work (SOW)

1.0 Introduction

1.001 DEFINING DOCUMENT

This is a contract for catch basin cleaning and/or curb/street sweeping for the Michigan Department of Transportation (MDOT), for location(s) identified herein Bay and University Regions in the State of Michigan. Article I of this document provides information about the specifications for delivering these services.

Anticipated contract effective date is listed on the Location Specification Sheet for each location. See § 2.004, Contract Term, for more information.

1.002 PROJECT BACKGROUND

In an effort to streamline state government, save taxpayer dollars, and increase efficiency, the Department of Management and Budget's Purchasing Operations is implementing [regional solicitations] for some of its Maintenance, Repair, & Operations (MRO) Service Contracts.

The MRO regionalization initiative, in its official launch, is focusing on over 700 contracts individually over \$25,000 and collectively over \$100 million dollars for Janitorial, Rubbish Removal, Grounds Maintenance, Snow Removal, and Security Guard Services.

Goals for statewide regionalization initiative of MRO services include:

- Consolidation of similar contracted services;
- Reducing duplication and administrative costs involved in the solicitation process;
- Implementation of a proactive solicitation cycle;
- Increasing the number of competitive bidders on services by expanding the State of Michigan's contractor pool; and
- Offering outreach opportunities to vendor communities and promoting doing business with the State of Michigan.

1.003 PROJECT DESCRIPTION AND SCOPE OF WORK

The Contractor shall provide clean out of specified catch basins under the jurisdiction of the Department in accordance with requirements stated herein and/or curb/street sweeping of the specified roads, bridges, and paved traffic islands, under the jurisdiction of the department in accordance with requirements of this contract. Sweeping shall be defined as a clean sweep and removal of all debris regardless of the number of times swept to obtain a clean street regardless of type of equipment necessary for total dirt and debris removal. The Contractor shall also furnish supervision and all labor, equipment, transportation, disposal of catch basin debris and/or sweepings in accordance with all Federal and State statues and incidentals necessary to satisfactorily perform the services at the frequencies and during the times as specified herein. The services shall include all functions normally considered a part of workmanlike, satisfactory public service.

The specifications contained in this Contract have been developed to establish the minimum level of catch basin cleaning and/or curb/street sweeping services required and operated by the Michigan Department of Transportation (MDOT).

Catch Basin

The Contractor shall inspect all drainage structures and catch basins scheduled for clean out in each year of this contract to determine the amount of material in each drainage structure and catch basin. The Contractor shall clean all structures and catch basins containing 2 inches or more of material. The Contractor shall prepare an inspection log each week during cleaning operations using the format provided by MDOT called the Weekly Catch Basin Inspection Report. The log shall identify each drainage structure and catch basin inspected. The log shall include the route number, trunk line name and direction of travel, the name of the nearest intersection, the catch basins distance from the intersection, the nearest street address, the depth of contents and remarks describing needed repairs. The Contractor shall update the log each week and provide copy of the log to the Contract Compliance Inspector each week during cleaning operations. The inspection log shall identify the amount of material in the catch basin or drainage structure, any repairs they may need and any blocked outlets.



One Unit shall equal one (1) catch basin as described on the Location Specification Sheet and on the pricing as an attachment to this contract.

Curb/Street Sweeping

The Contractor shall perform two (2) complete curb sweepings per year on the routes identified in this contract for Routine Sweeping from June 6, 2006 and ending May 2009.

Each of the two (2) routine complete curb sweepings should be scheduled as follows:

1. First week of April each year (weather permitting).
2. Immediately following the date of September 01 of each year.

The Contractor shall also perform two additional sweeping cycles on the routes identified under Areas of Increased Frequency Sweeping between July and November of each year.

Each of the two (2) Areas of Increased Frequency Sweeping complete curb sweepings should be scheduled as follows:

1. The first week of July.
2. The second week of November.

The Contractor shall sweep both sides of the median barrier walls. The paved areas shall be free of all dirt and debris. All drainage inlet tops shall be free of debris following sweeping.

One Unit shall equal one (1) mile of curb/street sweeping as described on the Location Specification Sheet and on the pricing as an attachment to this contract.

Non-Sweeping Debris

Any debris that can not be removed by mechanical sweeping, but can be picked up by one person, shall be collected by hand or other means before sweeping and disposed of in a class two landfill. Debris that cannot be picked up by one person shall be reported to the Contract Compliance Inspector. Examples of debris that cannot be removed by mechanical sweepers include, but are not limited to: rocks, bricks, bottles, tree limbs and sticks. Examples of debris that can be removed by mechanical sweepers include, but are not limited to: dirt, paper and leaf piles less than eight (8) inches in depth.

Dust Control

All sweeping shall be accomplished with using water for dust control. The Contractor shall contact the local municipality for water and hydrant use, and comply with their requirements and all applicable regulations at no additional cost to the department.

Emergency Requests

The Contractor shall be available 24 hours, 7 days a week. The Contractor shall organize his/her operations to respond to emergency calls for catch basin clean out and/or sweeping services from the Contract Compliance Inspector. Following a call from the Contract Compliance Inspector, the Contractor shall provide the necessary equipment for catch basin clean out and/or sweeping at the designated scene within one hour of notice. This activity is typically done in conjunction with localized flooding for catch basin clean out and an accident, which may involve removing debris contaminated with fuel, for sweeping.

Payment for emergency call outs shall be paid at an hourly rate. The billable time will begin when the Contractor arrives at the emergency scene with all personnel and equipment needed to perform the cleaning/sweeping. One (1) additional hour for travel to the job sight and one (1) additional hour for travel from the site will be paid for each emergency call out. The Contractor shall include the cost of supervision and all labor, equipment, water, transportation, fees for disposal of sweepings in accordance with all Federal and State statutes, and incidentals necessary to satisfactorily perform this service.

**1.004 PROJECT CONTROL**Project Control

- a. The Contractor will carry out this project under the direction and control of MDOT.
- b. Although there will be continuous liaison with the Contractor, the client agency's project director will meet as needed for the purpose of reviewing progress and providing necessary guidance with the Contractor in solving any problems that may arise.

Multiple Contracts Awarded to the Same Vendor

If a vendor is the best value bidder on more than one contract, including subcontracts with local units of government, the vendor shall demonstrate that sufficient equipment be available for each contract as described above. The vendor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on contracts with the Department, the year of manufacture, manufacturer's name, model name and serial number and any lease contracts when applicable. This documentation must be furnished to the Purchasing Unit prior to any contract award. The Department reserves the right to inspect the vendor's equipment prior to the contract award and at any time throughout the duration of this contract. The Department reserves the right to restrict the number of contracts awarded to a single vendor based on the ability of the contractor to satisfactorily perform contract work within contract time limits.

Volume of Service

Volume of service for this Contract is identified as estimates only on the Location Specification Sheets. The Contract Compliance Inspector will determine final unit number(s) to be cleaned/swept.

1.005 COMMENCEMENT OF WORK

The Contractor shall show acceptance of this agreement by signing a copy of this contract and returning it to Purchasing Operations. The 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.

Annual Service Review and Progress Meeting

During the first week of April for curb/street sweeping or first week of May for catch basin cleaning of each year of this contract, prior to the first curb sweeping/catch basin cleaning, the Contractor and Contract Compliance Inspector shall meet to review and update the progress schedule for the coming season, identify any personnel changes, equipment changes and exchange special event schedules.

The Contract Compliance Inspector may request an audit of the services provided each year under the specifications, terms, and conditions of this contract. The audit will be a joint activity of the Michigan Department of Transportation and the Office of Purchasing.

An unsatisfactory audit will result in cancellation of the contract under the terms of the Cancellation Clause in this contract. Further, should this contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.

The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the contract. The results of the audit along with contract recommendations will be published by the Office of Purchasing and distributed to the Michigan Department of Transportation and the Contractor(s).

Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 (ten) calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

**Detailed Progress Schedule**

Work must be performed in accordance with the progress schedule submitted with the Contractor's Work Plan at the Pre-Award Meeting and described below (see §1.102).

The first failure to complete work as defined in the progress schedule without prior approval to adjust the schedule from the Contract Compliance Inspector shall result in a Vendor Performance being issued and a meeting with the Contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

The progress schedule must address all services to be completed by the Contractor. (If the vendor has multiple contracts for curb/street sweeping on the State Trunk Line System, the progress schedule shall include any curb/street sweeping performed on the State Trunk Line System whether for the Department or as a Department subcontractor for a local unit of government.)

Contractor's Work Plan

Contractor's Work Plan, which must be approved prior to commencement of work, must include the following:

- A. EQUIPMENT LIST - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" on page 5 of this document. All equipment must be in the vendor's possession, available for use and fully operational, prior to the Pre-Award meeting. The Contractor must provide an equipment list and any lease contracts at the Pre-Award Meeting.
- B. SCHEDULE OF OPERATIONS - personnel and hours expected to complete work on this contract.
- C. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.
- D. Progress schedule listing locations where cleaning will occur including a schedule of curb miles to be swept each day. Equipment failure **WILL NOT** constitute an acceptable reason for deviating from the progress schedule. This schedule must be approved by the Department at the Pre-Award Meeting. Adjustments to this schedule, including any weather-related deviations, must be approved by the Contract Compliance Inspector or designated representative.
- E. Safety Program, including traffic control plan(s).
- F. Name/location of Class II disposal site for sweeping material.
- G. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to the Purchasing Unit prior to the Pre-Award Meeting.
- H. The Contractor is responsible for notifying the County or Municipality before starting work in their area. The Contract Compliance Inspector will provide a Directory of Municipal Offices and County Directory at the Pre-Award Meeting.
- I. Copy of Liquid Waste Hauler License.
- J. Any misrepresentation by the Contractor of its ability to perform the work described in this contract will be grounds for immediate termination. In such case, the contract will be awarded to the next best value bidder who can demonstrate the ability to perform the work.

**Days/Hours of Operation**

All work included in this contract, except trouble/emergency calls, shall be performed during daylight hours only, unless otherwise directed by the Contract Compliance Inspector (contact CCI for authorization of nighttime work in specific locations). No work shall be allowed on weekends unless prior approval is obtained from the Contract Compliance Inspector. Work shall not be permitted during holiday periods in accordance with the 2003 Michigan Department of Transportation Standard Specifications for Construction or during special events. The Contract Compliance Inspector shall suspend the work at any time, if traffic is being unduly hampered or delayed by the work in progress.

Equipment RequirementsGeneral

The Contractor shall furnish, operate and maintain suitable and adequate equipment necessary to perform the cleaning and/or sweeping operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. Under no circumstances shall the Department be responsible for any damage to the contractor's equipment due to obstacles encountered.

Type of Equipment

The Contractor shall be required to use a cleaner/sweeper with dual steering control and hold at least five (5) cubic yards of debris. All equipment shall be approved through an acceptable

demonstration of the equipment's capabilities, suitability and condition to the Department. Demonstrations will be at no cost to the Department.

GPS/GIS System

Each structure and/or area of curbing shall be located with a Quality Stand Alone GPS (Global Positioning System). Such as:

*Trimble GeoExplorer CE Series Model GeoXT, or approved equivalent.
Accuracy - 3 feet or less.

Data from the Quality Stand Alone G.P.S. receiver for each catch basin cleaned shall be recorded on Excel Spreadsheets (sample provided at the end of this document) and supplied electronically via e-mail, disk or CD. Corrected inventory spreadsheets shall be submitted with each invoice for payment. Data shall consist of a unique number/letter for each structure with corresponding coordinate. An accuracy statement and description of coordinate system used shall be included on inventory sheets.

Safety

All equipment shall meet all federal, state and local safety requirements. Equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute.

A lighted arrow Type B or C as specified in the 2003 Michigan Department of Transportation Standard Specifications for Construction shall be mounted on, or towed behind, each vehicle.

Truck Mounted Attenuators (TMA)

Description: The Contractor will use truck-mounted attenuators (TMA's) to shield workers or work equipment from errant vehicles according to the following guidelines.

TMA's will be used for projects on freeways and roadways with operating speeds of 45 mph or greater where personnel or equipment are exposed to traffic and one or more of the following conditions are met:

- The vehicle is designated as a protective vehicle (shadow or barrier) as part of the maintenance of traffic plans.
- Aerial work is being performed on scaffolding, lifts, hoists, bucket trucks, etc., where workers using this equipment are exposed to moving traffic in an occupied lane or shoulder.



- Mobile/short duration operations such as pavement marking convoys, grinding in rumble strips, sign installations, luminescent installations, etc.

TMA's shall not be mounted on the vehicle or equipment used by personnel to complete aerial work. TMA's shall not be used as a temporary/permanent barrier ending except during replacement of damaged temporary/permanent barrier ending. In the event that a TMA is used as a temporary safety measure for a damaged temporary/permanent barrier ending, the maximum length of time that a TMA shall be used for this purpose shall be 48 hours or as approved by the Engineer.

Stationary Operation: This work shall consist of furnishing a vehicle with an actual gross vehicle weight of 12 tons (min. weight) and furnishing, installing and operating a truck mounted attenuator (TMA) according to the manufacturer's recommendations, the plans/proposal, and/or as directed by the Engineer. The attenuator placement shall be located as detailed in the applicable maintaining traffic typical.

Material loaded onto the vehicle to obtain the required gross weight shall be securely attached to the vehicle to prevent movement should the TMA be hit.

Mobile Operation: This work shall consist of furnishing a vehicle with an actual gross vehicle weight of 5 tons (min. weight) and furnishing, installing and operating a truck mounted attenuator

(TMA) according to the manufacturer's recommendations, and/or as directed by the Engineer. The attenuator placement shall be located as detailed in the applicable maintaining traffic typical.

Material loaded onto the vehicle for transport or during work operations shall be securely attached to the vehicle to prevent movement should the TMA be hit. Hazardous materials will not be allowed on this vehicle. Materials loaded onto the vehicle shall not be considered part of the vehicle gross weight.

Materials and Design: All TMA's used shall meet or exceed the requirements of NCHRP 350 test level II and III for work zone traffic control devices.

A TMA rated for (NCHRP 350 – Test Level II) shall be used on non-freeway roadways with a normal posted speed of 55 mph or less, which have been reduced to 45 mph or less. These TMA's shall be prohibited for use on all freeways, non-freeway roadways with posted speed limits of 65 mph or greater and all work zones posted at 50 mph or greater.

A TMA rated for (NCHRP 350 – Test Level III) must be utilized on all freeways, non-freeway roadways with posted speed limits of 65 mph or greater and all work zones posted at 45 mph or greater. The TMA's may also be used on all other roadways.

The TMA vehicle shall have a letter from the Contractor or manufacturer stating the TMA being used meets the above stated NCHRP 350 criteria, and has been installed and maintained according to manufacturers specifications. Upon request, a copy of this letter must be furnished to the Engineer.

The face of the TMA, visible to approaching traffic shall have reflectorized alternating yellow and black stripes, similar to the obstacle markers on the MMUTCD.

Operating Details and Utilization: The TMA shall be operated as per manufacturers' recommendations, the plans/proposal, and/or as directed by the Engineer. This includes, but is not limited to, the following:

- The height from the bottom of the TMA to the roadway surface shall be 12 inches (\pm 1 inch).
- The TMA shall be parallel (level) with the roadway surface.
- The manufacturers of the approved TMA's recommend a shoulder harness and headrest be provided for the TMA vehicle's operator.



For stationary operations, when operating the vehicle with the attenuator installed, the vehicle shall be in gear if it has a standard transmission (park if an automatic transmission), with the brakes set and steering wheels turned away from the work area and traffic, if possible (the TMA shall be placed according to the roll ahead distance table located at the end of this section).

Measurement and payment: Truck Mounted attenuators will be furnished and operated as part of the contract at no cost to the Department. The Department will pay for repair or replacement of the attenuator on the project if struck by something other than the Contractor's own equipment, and if the following criteria are met:

- The damaged or destroyed attenuator must meet all of the manufacturing and operating criteria of this special provision.
- The Contractor shall have the attenuators inspected by the Manufacturer/Supplier to ensure that the units are in good working order. Documentation of the inspection is to be provided to the Engineer prior to the start of work.
- The Contractor shall be required to provide an accident report from the enforcement agency involved in the accident investigation.
- The attenuator repair or replacement will be for the actual unit as required by this special provision. The cost to perform the repairs or replace the attenuator including installation will be paid for by the Contractor. A detailed invoice from the Supplier showing material costs for replacement or repair shall be provided to the Engineer for payment. The repair or replacement cost will not exceed the Suppliers invoice cost for a new attenuator.
- The Department will not pay for any costs that are required to replace or repair the barrier vehicle and any other items that were used to operate the attenuator.

GUIDELINES FOR ROLL-AHEAD DISTANCE FOR TMA VEHICLES TEST LEVEL II		
Weight of TMA Vehicle (Minimum)	Prevailing Speed (mph) (Posted Speed Prior to Work Zone)	Roll Ahead Distance* (Distance from front of TMA Vehicle to Work Area)
5.5 Tons (Stationary)	45 or Less	25 ft

*Roll ahead distances are calculated using a 4,410 lb impact vehicle weight

GUIDELINES FOR ROLL-AHEAD DISTANCE FOR TMA VEHICLES TEST LEVEL III		
Weight of TMA Vehicle (Minimum)	Prevailing Speed (mph) (Posted Speed Prior to Work Zone)	Roll-Ahead Distance* (Distance from front of TMA Vehicle to Work Area)
5 Tons (Mobile)	60-70	175 ft
	50-55	150 ft
	45	100 ft
12 Tons (Stationary)	60-70	50 ft
	50-55	25 ft
	45	25 ft

*Roll ahead distances are calculated using a 10,000 lb impact vehicle weight

**Disposal of Material**Catch Basin

The Contractor is responsible for disposal of all material as follows:

Disposal Alternate A**Solid Waste Phase:**

The solid waste generated shall be disposed of at a Type II landfill. Solid is defined as having no releasable liquids. The landfill may require testing before accepting the waste. The Contract Compliance Inspector shall be provided disposal documentation from the Type II landfill.

Liquid Waste Phase:

- (a) Option 1 - This waste may be evaporated; or
- (b) Option 2 - This waste may be placed in a sanitary sewer system with the approval of the owner of the system. A copy of the owner's approval shall be provided to the Contract Compliance Inspector; or
- (c) Option 3 - Disposal of this waste shall be by placement into a portable tank or container and allowing enough time to allow the sediment and suspended solids to settle out. After the settling has occurred, only the clear liquid phase may be discharged into a storm sewer, well above a receiving stream, creek, drain, etc. This option must be carefully monitored to ensure that contaminants or sediment are not placed back into the sewer system. The remaining solid/liquid phase is to be managed as a waste and disposed of using Disposal Alternate B or using Disposal Alternate A with Options 1 or 2.

Disposal Alternate B

The waste generated shall be transported and disposed of by a Licensed Liquid Waste Hauler in accordance with Part 121, Liquid Industrial Waste, of the Natural Resources and Environmental Protection Act, Act 451, PA 1994. The Contract Compliance Inspector shall be provided a copy of the manifest with every invoice submitted.

If, at any time, the material is suspected of being hazardous, the Contract Compliance Inspector shall be notified.

Drainage structures to be cleaned shall be measured as Drainage Structure Lead, cleaning each. The completed work will be paid for at the contract unit price each, which price includes all equipment and labor to clean basin or manhole and hauling, testing if required for disposal, and disposing of all waste.

If material tests hazardous as defined by Part 111 of the Natural Resources and Environmental Act, Act 451, P.A. 1994, the Contract Compliance Inspector shall be notified immediately. Payment for disposal of hazardous material shall be as per Subsection 109.07 Extra and Force Account Work.

Curb/Street Sweeping

The Contractor is responsible for disposal of all sweeping debris in accordance with all Federal and State statutes.

Street sweepings and other debris removed from MDOT trunk lines shall be disposed at a licensed Type II landfill. Sweepings shall not be stored or stockpiled on MDOT property or right of way at any time.

This material is not considered hazardous waste and does not require a manifest. The Contractor, however, must provide documentation to the Contract Compliance Inspector that the material was disposed in this manner.

The Contractor should be aware that some landfills require testing. All costs to dispose of the material, as well as required tests by the landfill owner, will be paid by the Contractor and be included in the bid price.

**Maintaining Traffic**Catch Basin

Traffic shall be maintained in accordance with Sections 103.05, 103.06 and 812 of the 2003 Michigan Department of Transportation Standard Specifications for Construction, the 1994 Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and any supplemental specifications. All operations shall be conducted in a manner that will not create a hazard. The Contractor shall not operate equipment in a manner that requires unnecessary crossing of the roadway. The Contractor shall not park equipment within the right of way of any state trunk line in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any state trunk line or on state property when not engaged in sweeping operations. The Contractor shall furnish and place all necessary warning and directional devices to maintain traffic. This includes signs, sign sheeting, sign covers, arrow boards and channelizing devices. Channelizing devices used during daytime lane closures shall be 18-inch cones.

Curb/Street Sweeping

Traffic shall be maintained in accordance with Sections 103 and 812 of the 2003 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All operations shall be conducted in a manner that will not create a hazard. The Contractor shall not operate equipment in a manner that requires unnecessary crossing of the roadway. The Contractor shall not park equipment within the right of way of any state trunk line in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any state trunk line or on state property when not engaged in sweeping operations.

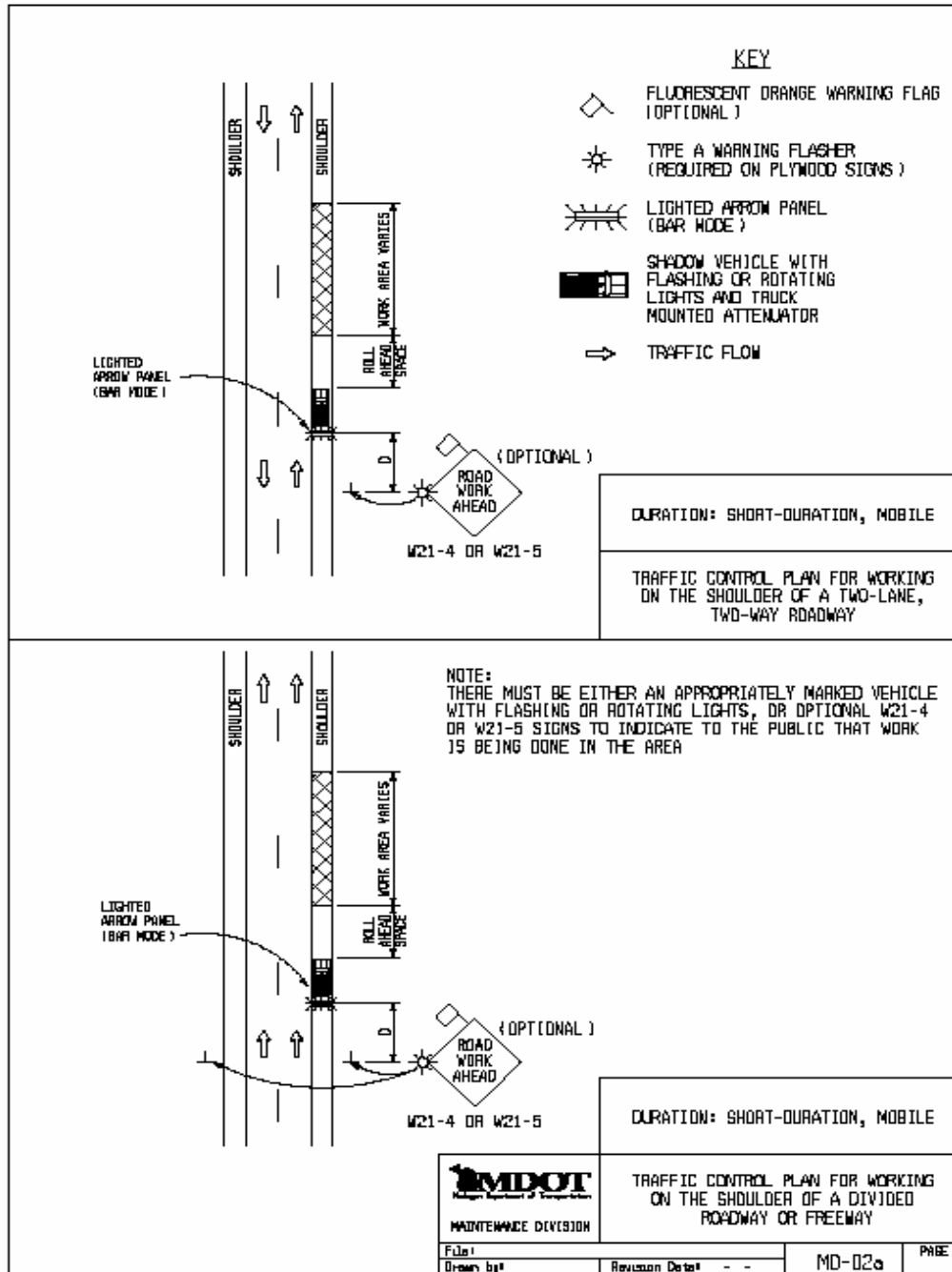
A copy of the MDOT 2003 Standard Specifications for Construction and MMUTCD can be obtained from the following:

Financial Services Division
Bureau of Finance
Michigan Department of Transportation
P. O. Box 30050
Lansing, MI 48909

Traffic Control Plan

For Working on the shoulder of a:

- Two-Lane, two-way roadway
- Divided roadway or freeway
(see diagram below)



Public Convenience and Safety

The Contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The Contractor shall take any other actions, on either his/her own responsibility or as directed by the Contract Compliance Inspector or designated representative, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

**Damages**

The Contractor shall, at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway. The Contractor shall be responsible for, and repair to, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the Contractor or his/her employees, in the performance of the work covered by the contract prior to completion and acceptance thereof.

The Contractor shall immediately repair all damage to signs, light fixtures and delineators to the satisfaction of the Contract Compliance Inspector. Damage to traffic control devices (signs) and/or manholes shall be reported to the Contract Compliance Inspector, or designated representative, immediately. If localized failure to the catch basin structure or roadway is imminent, contact the CCI immediately. All other remarks should be included in the weekly report.

All landscape plant material damaged by the Contractor shall be replaced, in kind, according to Sections 815 and 917 of the 2003 Standard Specifications for Construction and as herein specified. Planting may only be done prior to May 10 of the following year, if the damage occurred after May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If the Department makes repairs, the actual replacement costs including all labor, equipment, materials and fringe benefits shall be charged to the contractor.

Deletion of Work

The Department may delete all, or any, portions of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension.

If the contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

LocationsCatch Basins

An estimated number of catch basins located within a route are provided in the attached logs. The Contractor shall notify the Contract Compliance Inspector when this number of catch basins is reached for a given route. Contractor has the responsibility of updating the existing structure inventory and recording any new locations not listed on the approved inventory sheets. The bid item quantity is an estimate of the total number of catch basins to clean out. The Contractor will be provided a detailed list of structures and locations before commencing work.

Curb/Street Sweeping

Contractor will be provided with an updated, itemized location list each year before commencing work.

University Region

Adrian Garage (Lenawee County)

Brighton Garage (Livingston and Washtenaw Counties—Brighton Area and the City of Saline)

Lansing TSC (Clinton, Eaton and Ingham Counties—Williamston, Grand Ledge and Charlotte Routes)

*See specification attachment(s) for detailed routes/information regarding locations to be cleaned/swept.

Bay Region

Bay Area Complex (Bay, Genesee and Saginaw Counties)

*See specification attachment(s) for detailed routes/information regarding locations to be cleaned/swept.

**GENERAL CONDITIONS****Work Approval**

During the period of cleaning and/or sweeping operations, the Contractor shall consult the Contract Compliance Inspector, or designated representative, for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the Contractor to make corrections in a satisfactory manner within the time specified.

Cancellation

In addition to the cancellation provisions contained in the Standard Terms and Conditions attached, this contract may be terminated due to default. If inspection by the Contract Compliance Inspector, or his/her representative, reveals that the Contractor's work results in non-compliance with this contract:

The Contract Compliance Inspector, at the time of the first occurrence of noncompliance, shall notify the Contractor and review the condition. If the condition poses a health or safety hazard, or represents a significant deviation from the progress schedule or contract specifications, without prior written approval, the Contract Compliance Inspector will prepare a written Complaint to Vendor form. The Contractor will be informed in writing of the corrective action required.

Should a second non-acceptable condition occur, subsequent to a previous Complaint to Vendor form being issued, a written notice of termination will be sent to the Contractor.

Noncompliance includes, but is not limited to:

1. Failure of the Contractor to meet the requirements specified in the progress schedule without prior approval of the Contract Compliance Inspector.
2. Failure of the Contractor to perform in accordance with any of the specifications defined above.

The Department reserves the right to bill the Contractor for any damages due to the default of the Contract.

Liquidated Damages

Failure to complete each cleaning and/or sweeping cycle, as scheduled, will result in assessment of liquidated damages, which shall consist of \$200.00 per day for each calendar day that the work remains uncompleted.

Subcontracting

No subcontracting will be allowed on this project.

1.102 QUALITY ASSURANCE PROGRAM

During the first week of April for curb/street sweeping or first week of May for catch basin cleaning of each year of this contract, prior to the first curb sweeping/catch basin cleaning, the Contractor and Contract Compliance Inspector shall meet to review and update the progress schedule for the coming season, identify any personnel changes, equipment changes and exchange special event schedules.

The Contract Compliance Inspector may request an audit of the services provided each year under the specifications, terms and conditions of this contract. The audit will be a joint activity between the Michigan Department of Transportation and the Office of Purchasing.

An unsatisfactory audit will result in cancellation of the contract under the terms of the Cancellation Clause in this contract. Further, should this contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.



The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the contract. The results of the audit along with contract recommendations will be published by the Office of Purchasing and distributed to the Michigan Department of Transportation and the Contractor(s).

Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 (ten) calendar days of the date the Contractor received, or could have reasonably been expected to receive, his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

1.103 WARRANTY FOR PRODUCTS OR SERVICES

Contractor shall include the warranty associated with the actual product being proposed, as well as the warranty associated with any service work performed under the contract. Contractor will handle any repairs that need to be made due to damaged or defective product, how installation problems will be rectified, and the process State agencies should follow to report warranty issues.

1.2 Service Capabilities

1.201 CUSTOMER SERVICE/ORDERING - RESERVED

1.202 TRAINING

Contractor has the following training or certification programs(s) that are currently required or optional and are in place within their organization (i.e., MIOSHA) as follows:

1.203 REPORTING

Contractor shall be able to generating and provide various reports, when requested by the State. Examples include itemized report of total items (commodities and services) purchased quantity reports, service compliance reports, etc.

1.204 SECURITY - RESERVED

1.3 Project Price

1.301 CONTRACT PRICING

Catch Basin Cleaning and/or Curb/Street Sweeping shall be measured by, and paid for, at the contract unit price and shall be considered payment in full for providing the labor, materials, equipment and incidentals required to complete the work as specified for each separate cleaning and/or sweeping and disposal of litter by one of the methods mentioned herein (see section 1.005—Disposal of Material). Any area that cannot be cleaned/swept during a given cycle because of flooding or acts of nature (contact Contract Compliance Inspector for verification) shall be deducted from the contract. In no case will deletion or termination result in a higher cost per unit paid to the Contractor. The following represents the estimated work to be completed work as

measured for catch basin cleaning and/or curb/street sweeping and will be paid for at the contract unit prices for the following Contract item(s):



A	B	C	D	E	F	G	H
LOCATION (s) UNDER THIS CONTRACT	COUNTIES/ CONTRACT LOCATION	UNIT COST	EMERGENCY CALL OUT PRICE PER HOUR	ONE (1) YEAR SERVICE COSTS (i.e. labor, etc.)	ONE (1) YEAR COMMODITY COST (i.e. supplies, equipment, gas, etc.)	ONE (1) YEAR CONTRACT PRICE (Total cost/cycle) (column F plus column G)	THREE (3) YEAR CONTRACT PRICE
■	LENAWEE COUNTY ADRIAN GARAGE Catch Basin (Attachment 3)	\$52.00	\$225.00	\$_____	\$_____	\$54,340.00	\$163,020.00
■	LIVINGSTON, WASHENAW BRIGHTON GARAGE Catch Basin (Attachment 4)	\$51.50	\$225.00	\$_____	\$_____	\$72,666.50	\$217,999.50
■	CLINTON, EATION, INGHAM LANSING TSC Catch Basin (Attachment 5)	\$47.20	\$225.00	\$_____	\$_____	\$99,356.00	\$298,068.00
□	LENAWEE ADRIAN GARAGE Curb/Street Sweeping (Attachment 6)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
□	LIVINGSTON BRIGHTON GARAGE Curb/Street Sweeping (Attachment 7)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
□	CLINTON, EATON, INGHAM LANSING TSC Curb/Street Sweeping (Attachment 8)	\$_____	\$_____	\$_____	\$_____	\$_____	\$_____
■	BAY, GENESEE, SAGINAW BAY AREA GARAGE Curb/Street Sweeping (Attachment 12)	\$430.00	\$225.00	\$_____	\$_____	\$285,124.40	\$855,373.20
Total 3 Year Contract Price:							\$1,534,460.70

**Vendor Pricing:**

Service Description	Unit	Quantity	Location	Unit Target Price 100%	New Unit Price With Multiple	1-Year Total	3-Year Total
<i>Curb/Street Sweeping</i>	Mile	100.58	Bay Region Eastside Complex 3510 E. Washington; Saginaw, MI	\$430.00	\$430.00	\$259,496.40	\$778,489.20
<i>Curb/Street Sweeping</i>	Mile	7.45	Bay Region Eastside	\$430.00	\$430.00	\$25,628.00	\$76,884.00
Total:							\$855,373.20

Service Description	Unit	Quantity	Location	Unit Target Price 100%	New Unit Price With Multiple	1-Year Total	3-Year Total
<i>Catch Basin Cleaning</i>	Each	1045	Adrian Garage 2451 N. Adrian Hwy; Adrian, MI	\$50.00	\$52.00	\$54,340.00	\$163,020.00

Service Description	Unit	Quantity	Location	Unit Target Price 100%	New Unit Price With Multiple	1-Year Total	3-Year Total
<i>Catch Basin Cleaning</i>	Each	1411	Brighton Garage 10102 E. Grand River; Brighton, MI	\$50.00	\$51.50	\$72,666.50	\$217,999.50

Service Description	Unit	Quantity	Location	Unit Target Price 100%	New Unit Price With Multiple	1-Year Total	3-Year Total
<i>Catch Basin Cleaning</i>	Each	2105	Lansing TSC 1019 Trowbridge; East Lansing, MI	\$40.00	\$47.20	\$99,356.00	\$298,068.00

1.302 QUICK PAYMENT TERMS

The State of Michigan is interested in payment terms that reflect cost savings to the State based on an accelerated payment process.

1.303 PRICE TERM

1. CONTRACT AGREEMENT shall be a FIXED, not to exceed, maximum amount.
2. Payment will be issued as a rate per unit of service, as described in the price-model on the LSS.
3. The unit rate(s) quoted and established shall remain FIXED for the entire period of the Agreement, except as follows:
 - a. Rate/prices are subject to change at the end of each 365-day period.
 - b. Such changes shall be based on changes in actual costs for delivery of services.
 - c. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change.
 - d. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as CPI, PPI, and US City Average, as published by the US Department of Labor, Bureau of Labor Statistics).



- e. Purchasing Operations also reserves the right to consider other information related to special economic and/or industry market circumstances, when evaluating a price change request.
 - f. Purchasing Operations reserves the right to deny a vendor's request for a rate-change, and have the original, quoted rates remain in effect for the life of the Agreement.
 - g. Changes may be either increase or decreases, and may be requested by either party.
 - h. Approved changes shall be firm for the remainder of the Contract period unless further revised at the end of the next 365-day period.
 - i. Requests for price changes shall be RECEIVED IN WRITING AT LEAST sixty (60) days PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance and approval by the State before becoming effective.
 - j. In the event new prices are not acceptable, the CONTRACT may be cancelled.
 - k. 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.
- 4. The Contractor shall maintain a record system that documents the total number of units of service as defined in the Agreement and delivered during the term of the Agreement. These records shall also document the specific units billed to the State under the Agreement.
 - 5. A monthly "Statement of Expenditures" shall accurately represent the units of service delivered, the reimbursement rate by type of service, and the total amount being claimed, must be submitted to the State, within thirty (30) days from the end of the monthly billing period.
 - 6. For the month of September, billings shall be submitted as reasonable directed by the CCI or the State's Contract Administrator to meet fiscal year-end closing deadlines.
 - 7. If the billing is not received as set forth above, no payment shall be made by the State for that billing period unless as exception is specifically authorized by the Department director or his/her delegated representative.
 - 8. In no event, shall the State make payment to the Contractor for billings submitted more than 90 days after the end of the billing period, without and approval from the State Department Director or his/her representative.
 - 9. Contractor shall provide quick payment terms to the State.

**Article 2 – General Terms and Conditions****2.0 Introduction****2.001 GENERAL PURPOSE**

The Contract is for **Catch Basin Cleaning and Curb/Street Sweeping** for the State of Michigan. Exact quantities are ESTIMATED and have been provided although in some cases may be 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.

The MDOT locations that may order from the Contract are within **Bay and University Regions**. The listing shall not limit participation of additional agencies/locations as the need may develop at the same prices, terms and conditions.

2.002 ISSUING OFFICE AND CONTRACT ADMINISTRATOR

This Contract is issued by the Department of Management and Budget, Purchasing Operations (PO), for the Michigan Department of Transportation (MDOT). Where actions are a combination of those of Purchasing Operations and the State agencies, the authority will be known as the State. Information listed on the Location Specification Sheet(s) are included as attachments with this contract.

Purchasing Operations 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. **DMB-PO is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this contract.** The Contract Administrator for this contract is:

Lance Kingsbury
Purchasing Operations
Business Services Administration
Department of Management and Budget
Mason Building—2nd Floor
P.O. Box 30026
Lansing, Michigan 48909
(517) 241-3768
lkingsbury@michigan.gov

Upon receipt at OPO of the properly executed Contract, it is anticipated that the Director of DMB Purchasing Operations, in consultation with the client State Agency, will direct that the person named below, or any other person so designated, be authorized to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of this Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of such Contract as that authority is retained by the Office of Purchasing Operations.** The Contract Compliance Inspector for the Contract will be identified after award of the Contract.

**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 LEGAL EFFECT AND CONTRACT TERMLegal Effect:

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

Contract Term:

This Contract is for a period of up to three (3) years commencing on the date that the last signature required to make the Contract enforceable is obtained (date by which the contract is executed). All outstanding Purchase Orders shall also expire upon the termination (cancellation for any of the reasons listed in 1.005) of the Contract, unless otherwise extended pursuant to the Contract. Absent an early termination for any reason, Purchase Orders issued, but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

Renewal(s)

This Contract may be renewed, in writing, by mutual agreement of the parties not less than thirty (30) days before its expiration. No options have been included for the contract term.

Detailed Progress Schedule

Work is to be performed as defined in this Contract. All work will be performed between May 1 and October 31 of each contract year, as solely determined by the MDOT. The project is to be completed by April 30, 2009. Work must be performed in accordance with the progress schedule submitted at the Pre-Award Meeting and described below. The first failure to complete work as defined in the progress schedule will result in a Complaint to Vendor and a meeting with the contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

Service QualityMDOT Specifications

The specifications detailed in this Contract supplement the Michigan Department of Transportation 2003 Standard Specifications for Construction, which standard specifications are incorporated herein by reference. In case of a conflict between any provision of the Standard Specifications and the Supplemental Specifications, the more detailed provisions of the Supplemental Specifications will control. This contract will require catch basin cleaning and/or curb/street sweeping that are listed in the attachments and may, at the discretion of the Department, change. Any and all changes MUST BE requested by the Contract Compliance Inspector, or designated representative, or shall not be performed.

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.

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 Purchasing Operations within 30 days.
2. The Contractor shall also notify the Purchasing Operations 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 Purchasing Operations 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 PREVAILING WAGE**

The rates of wages and fringe benefits to be paid each class of individuals employed by the Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall not be less than the wage rates and fringe benefits established by the Michigan Department of Consumer and Industry Service, Bureau of Safety and Regulation, Wage/Hour Division schedule of occupational classification and wage rates and fringe benefits for the local where the work is to be performed. The term Contractor shall include all general contractors, prime contractors, project managers, trade contractors, and all of their contractors or subcontractors and persons in privity of contract with them.

The Contractor, its subcontractors, their subcontractors, and all persons involved with the performance of this contract in privity of contract with the Contractor shall keep posted on the work site, in a conspicuous place, a copy of all wage rates and fringe benefits as prescribed in the contract. You must also post, in a conspicuous place, the address and telephone number of the Michigan Department of Consumer and Industry Services, the office responsible for enforcement of the wage rates and fringe benefits. You shall keep an accurate record showing the name and occupation of the actual wage and benefits paid to each individual employed in connection with this contract. This record shall be available to the State upon request for reasonable inspection.

If any trade is omitted from the list of wage rates and fringe benefits to be paid to each class of individuals by the Contractor, it is understood that the trades omitted shall also be paid not less than the wage rate and fringe benefits prevailing in the local where the work is to be performed.

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 Compliance Inspector 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 Compliance Inspector

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

If the Contractor fails to submit required records or to make them available, the Contract Compliance Inspector 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 RESERVED

2.109 RESERVED

2.2 Contract Performance

2.201 TIME IS OF THE ESSENCE

Contractor 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

All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the Contract Compliance Inspector and the Contractor after the proposed Contract Agreement has been signed and accepted by both the Contractor and the Director of Purchasing Operations, Department of Management & Budget. This activity will occur only upon the specific written direction from Purchasing Operations.

The contractor shall furnish an invoice for services rendered after each cleaning and/or sweeping cycle for labor and equipment. The invoices shall be prorated for incomplete cycles. Invoice for final payment, within a given year must be submitted prior to October 1st.

The invoice shall be sent to:

**MICHIGAN DEPARTMENT OF TRANSPORTATION
Contract Compliance Inspector
Location Address (to be specified in the Contract per Location)**

The billing shall reference the appropriate purchase order number and shall contain, if applicable, adjustments for addition, deletions or changes in service. MDOT shall pay the billed amount in accordance with the bid rate, and the payment terms specified in the purchase order which are net thirty (30) days after the later of the invoice date or the date the Contract Compliance Inspector, or designated representative, certifies the invoice indicative of satisfactory completion of each cleaning and/or sweeping cycle of the entire contract area.

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 Compliance Inspector, 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) - RESERVED****2.205 ELECTRONIC PAYMENT AVAILABILITY**

Electronic transfer of funds is available to State contractors. Vendors are encouraged to 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.

2.206 PERFORMANCE OF WORK BY CONTRACTOR - 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 Purchasing Operations.

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 Purchasing Operations has given written consent to the delegation.

Contractor must obtain the approval of the Director of Purchasing Operations before using a place of performance that is different from the address the Contractor 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 contractor 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 notwithstanding 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.

2.307 CONTRACT DISTRIBUTION

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

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 PURCHASING FROM OTHER STATE AGENCIES - 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 Purchasing Operations 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 Purchasing Operations.** The Contract Compliance Inspector for this project will be based on location of award(s).

Ponce Esparza

Michigan Department of Transportation
Bay Region Eastside Complex
989.754.0784

Arnold Trombley

Michigan Department of Transportation
Adrian TSC
517.780.7542

Richard Tyrer

Michigan Department of Transportation
Brighton TSC
810.227.4681

Dave Vorce

Michigan Department of Transportation
Lansing TSC
517.324.2297

2.402 PERFORMANCE REVIEWS

Purchasing Operations, in conjunction with the **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 Purchasing Operations, 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 Purchasing Operations, 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 Purchasing Operations has approved a change.

2.502 QUALITY ASSURANCE - RESERVED**2.503 INSPECTION - RESERVED****2.504 GENERAL WARRANTIES - RESERVED****2.505 CONTRACTOR WARRANTIES**

This Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

1. The Contractor will perform all services in accordance with high professional standards in the industry;
2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
3. The Contractor will use its best efforts to use, efficiently, any resources or services necessary to provide the services that are separately chargeable to the State;
4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations;
7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
8. The Contractor is capable, in all respects, of fulfilling and shall fulfill all of its obligations under this contract.
9. The contract appendices, attachments and exhibits identify all equipment and software services necessary for the deliverable(s) to perform and operate in compliance with the contract's requirements.
10. The Contractor is the lawful owner or licensee of any Deliverable licensed or sold to the state by Contractor or developed by Contractor under this contract, and Contractor has all of the rights necessary to convey to the state the ownership rights or license use, as applicable, of any and all Deliverables.



11. If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to such items as set forth in this Contract, Contractor shall assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
12. The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter this contract, on behalf of Contractor.
13. The Contractor is qualified and registered to transact business in all locations where required.
14. Neither the Contractor nor any affiliates, nor any employee of either, has, shall have, or shall acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor shall notify the State within two (2) days of any such interest that may be incompatible with the interests of the State.
15. All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the ITB or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by such financial statements, reports, other information. Since the respective dates or periods covered by such financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor. All written information furnished to the State by or behalf of Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make such information not misleading.

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 EQUIPMENT WARRANTY

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it will maintain such equipment/system(s) in good operating condition and will undertake all repairs and preventive maintenance in accordance with the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) shall be in good operating condition and shall operate and perform to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of one (1) year commencing upon the first day following Final Acceptance.



Within seven (7) business days of notification from the State, the Contractor shall adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor shall assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor shall provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor if requested and deemed necessary.

The Contractor agrees that all warranty service it provides under this Contract shall be performed by original equipment manufacturer (OEM) trained, certified and authorized technicians.

The Contractor shall act as the sole point of contact for warranty service. The Contractor warrants that it shall pass through to the State any and all warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

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, workaround 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, workaround 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 Contractor's pricing section. If the Contract is terminated by Contractor under **Section 2.0**, 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 LIQUIDATED DAMAGES

- A. The State and the Contractor hereby agree to the specific standards set forth in this Contract. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out herein shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof.



Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty. Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

- B. The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

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 Compliance Inspector 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 Compliance Inspector 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 Compliance Inspector in the administration of this contract, or (2) by the Contract Compliance Inspector'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 Compliance Inspector 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

Purchasing Operations 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 Purchasing Operations.

**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 Compliance Inspector in Purchasing Operations. 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 Compliance Inspector 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 Compliance Inspector 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 Compliance Inspector that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contract Compliance Inspector 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 Compliance Inspector shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.



Article 3 – Certifications and Representations

Note: As part of the original proposal, the Contractor has completed and responded to applicable sections in Article 3.

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 its 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 contractor's original 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 DISCLOSURE OF LITIGATION

The Contractor shall notify the State in its bid proposal, if it, or any of its subcontractors, or their officers, directors, or key personnel under this Contract, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. Contractor shall promptly notify the State of any criminal litigation, investigations or proceeding which may have arisen or may arise involving the Contractor or any of the Contractor's subcontractor, or any of the foregoing entities' then current officers or directors during the term of this Contract and three years thereafter.

The Contractor shall notify the State in its bid proposal, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments that may have arisen against it or its subcontractors during the five years proceeding its bid proposal, or which may occur during the term of this Contract or three years thereafter, which involve (1) products or services similar to those provided to the State under this Contract and which either involve a claim in excess of \$250,000 (*this number may be adjusted*) or which otherwise may affect the viability or financial stability of the Contractor, or (2) a claim or written allegation of fraud by the Contractor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Contractor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Contractor or subcontractor, in any an amount less than \$250,000 shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Contractor or subcontractor.



All notices under subsection 1 and 2 herein shall be provided in writing to the State within fifteen business days after the Contractor learns about any such criminal or civil investigations and within fifteen days after the commencement of any proceeding, litigation, or arbitration, as otherwise applicable. Details of settlements, which are prevented from disclosure by the terms of the settlement, shall be annotated as such. Semi-annually, during the term of the Contract, and thereafter for three years, Contractor shall certify that it is in compliance with this Section. Contractor may rely on similar good faith certifications of its subcontractors, which certifications shall be available for inspection at the option of the State.

Assurances - In the event that such investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of this Contract, causes the State to be reasonably concerned about:

- a. The ability of the Contractor or its subcontractor to continue to perform this Contract in accordance with its terms and conditions, or
- b. Whether the Contractor or its subcontractor in performing services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of this Contract or violation of Michigan or Federal law, regulation or public policy, then

The Contractor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: (a) the Contractor or its subcontractors hereunder will be able to continue to perform this Contract in accordance with its terms and conditions, (b) the Contractor or its subcontractors will not engage in conduct in performing services under this Contract which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

***** THE CONTRACTOR'S FAILURE TO FULLY AND TIMELY COMPLY WITH THE TERMS OF THIS SECTION, INCLUDING PROVIDING REASONABLE ASSURANCES SATISFACTORY TO THE STATE, MAY CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT. *****

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.

3.204 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
(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 Compliance Inspector 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 subparagraphs (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.

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.

3.304 LABOR RELATIONS

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an **unfair labor practice** compiled pursuant to Section 2 of the Act. A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

The Contractor represents and warrants that the company does not appear in the current register of employers failing to correct an unfair labor practice.

3.305 RESERVED



3.306 AFFIRMATIVE ACTION

Vendor represents that it has developed, and has on file, an entity wide affirmative action program.

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

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 Purchasing Operations, 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 Purchasing Operations, Department of Management and Budget. The notice must include the Contract or Purchase Order number affected and be mailed to: Director, Purchasing Operations, 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 INSURED 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 Purchasing Operations 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.

3.508 USE TAX

Companies (and their affiliated organizations) that are awarded contracts are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services **delivered into the state of Michigan**. This is required of all companies that are awarded contracts. Those companies that lack sufficient "presence" in Michigan to be required to register and pay tax must do so as a **"volunteer"**. This requirement extends to: (1) ALL MEMBERS OF ANY CONTROLLED GROUP AS DEFINED IN § 1563(A) OF THE Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make **sales at retail for delivery into the state of Michigan** are registered with the State of Michigan for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

The requirement of remittance could be limited to the bidder only without including affiliate companies.

Contractors and their affiliates as defined in the paragraph above must register for and remit sales and use tax on all taxable sales of tangible personal property or services **delivered to the state of Michigan**.

3.509 TAX EXCLUDED FROM PRICE

Contract price excludes all State and local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. The Contractor shall state separately on its invoices taxes excluded from the contract price, and the Government agrees either to pay the amount of the taxes to the Contractor or provide evidence necessary to sustain an exemption.

3.510 TAX PAYMENT

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes for all persons involved in the resulting Contract.

The State may refuse to award a contract to any vendor who has failed to pay any applicable state taxes. The State may refuse to accept vendor's bid, if vendor has any outstanding debt with the State of Michigan. Prior to any award, the State will verify whether vendor has any outstanding debt with the State.

Vendor hereby certifies that all applicable state taxes are paid as of the date of bid submission, and that vendor owes no outstanding debt to the State of Michigan.

**3.512 UTILIZATION OF BUSINESS CONCERNS**

It is the policy of the State of Michigan that small business concerns, veteran-owned small business concerns, persons with disabilities-owned small business concerns, small disadvantaged business concerns, minority-owned small business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any state agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems.

The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the State of Michigan or the awarding agency of the State of Michigan as may be necessary to determine the extent of the Contractor's compliance with this clause.

3.518 EMPLOYEE AND SUBCONTRACTOR CITIZENSHIP

Contractor hereby certifies that all employees, contractors, subcontractors, and any other individual involved in the performance of this contract, **except those listed in the proposal**, are citizens of the United States, legal resident aliens, or individuals with valid visa.



BAY REGION – BAY, GENESEE AND SAGINAW COUNTIES

SPECIFICATIONS FOR CURB/STREET SWEEPING

TOTAL MILES = 108.03

BAY REGION GARAGE		
Curb/Street Cleaning Description of Work 2006- 2009		
Routine Sweeping		
6 sweepings shall be performed on the following from April thru November each year:		
COUNTY	ROUTE/DESCRIPTION	CURB MILES
Bay County	I-75: 1.13 miles south of US-10 to 1.26 miles north of US-10	4.78
Genesee County	I-75: Maple Road overpass north to Saginaw Co. line	34.61
	I-69: I-75 overpass east to 1.64 miles east of I-475	9.68
	I-475: 3.57 miles north of I-75 south Junction north to 10.80 miles	23.25
Saginaw County	I-75: South Saginaw Co. line north to Zilwaukee Bridge	26.59
	I-675: Marsh Bridge	1.67
TOTAL CURB MILES PER ROUTINE SWEEPING CYCLE		100.58

Areas of Increased Frequency Sweeping		
8 sweepings shall be performed on the following from April thru November each year:		
COUNTY	ROUTE/DESCRIPTION	CURB MILES
Saginaw County	I-75: Zilwaukee Bridge	7.45
TOTAL FOR INCREASED FREQUENCY SWEEPING		7.45
TOTAL CURB MILES		108.03

Notes: Quantities are estimates only. Contact Contract Compliance Inspector (CCI) to get approval for any amounts over the stated estimate quantity. Contractor will be provided with an updated, itemized location list each year before commencing work.

Please refer to the Michigan Department of Transportation (MDOT) Detail Sheet/Specifications for Catch Basin Clean Out & Curb/Street Sweeping (Attachment 3) to find the schedule of curb/street sweeping in greater detail.

Contact Contract Compliance Inspector at least 48 hours prior to sweeping Zilwaukee Bridge's barrier wall curb and median barrier for junk removal.

For estimate purposes only: total of 663.08 miles of sweeping per year.



Bay Region Sweeping Schedule

Attachment A

Schedule for Curb and Wall Sweeping														
CS	Miles	Location	First Quarter			Second Quarter			Third Quarter			Fourth Quarter		
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
09034 I-75	2.26	1.13 miles south of US10; north to US10 overpass				X	X	X					X	X
09035 I-75	2.52	US10 overpass north 1.260 miles				X	X	X					X	X
25031 I-75	6.37	Maple Rd overpass north to Miller Rd.				X	X	X					X	X
25032 I-75	28.24	Miller Rd north to Saginaw County Line				X	X	X					X	X
25084 I-69	3.23	I-475 Junction east 1.638 miles				X	X	X					X	X
25085 I-69	6.45	I-75 Junction east to I-475 Junction				X	X	X					X	X
25132 I-475	23.25	3.569 miles N of the S Jct. I-75 north 10.803 miles				X	X	X					X	X
73171 I-75	8.46	North Genesee County Line north 3.953 miles				X	X	X					X	X
73111 I-75	18.13	Dixie Highway north to Zilwaukee Bridge				X	X	X					X	X
73112 I-75	7.45	Zilwaukee Bridge including ramp walls				X	X	X				X	X	X
73101 I-675	1.67	Marsh Bridge				X	X	X				X	X	X



**UNIVERSITY REGION – LENAWE COUNTY
SPECIFICATIONS FOR CATCH BASIN CLEAN OUT**

TOTAL BASINS = 1045

ADRIAN GARAGE	
Catch Basin Cleaning Description of Work 2006- 2009	
Total Basins by Route--Does NOT include the City of Adrian	
ROUTE	NUMBER OF CATCH BASINS
US-223	233
US-12	38
M-156	33
M-34	78
M-52	205
M-50	187
US-223 Connector	15
Adrian Garage	10
SUBTOTAL	799
Total Basins for the City of Adrian	
ROUTE	NUMBER OF CATCH BASINS
M-34	20
BR-223	61
M-52	165
SUBTOTAL	246
TOTAL CATCH BASINS	1045

CATCH BASIN CLEANING SCHEDULE		
Annual Cleaning	May 1 st – September 29 th	Determined by CCI

Note: Quantities are estimates only. Contact Contract Compliance Inspector (CCI) to get approval for any amounts over the stated estimate quantity. Contractor will be provided with an updated, itemized location list each year before commencing work.



UNIVERSITY REGION – LIVINGSTON AND WASHTENAW COUNTIES

SPECIFICATIONS FOR CATCH BASIN CLEAN OUT

TOTAL BASINS = 1411

BRIGHTON GARAGE		
Catch Basin Cleaning Description of Work 2006– 2009		
ROUTE	DESCRIPTION	NUMBER OF CATCH BASINS
I-96	M-59 east to the Oakland Co. Line	480
US-23	8 Mile north to Genesee Co. Line (Some structures are in the median near MM 75)	118
M-59	I-96 east to the Oakland Co. line (to include the 23 interchange)	351
BL-96 (Grand River)	M-59 east to Highlander Way (National Street east to I-96)	151
City Limits of Howell	M-155 (Michigan Ave) BL-96 to bridge over I-96 BL-96 National St. to Highlander Way	90
M-36	US-23 west to the Village of Gregory	113
SUB-TOTAL		1303

City of Saline
Washtenaw County

Catch Basin LocationsNORTH CURB OF MICHIGAN AVE.NORTH CURB OF MICHIGAN AVE. (Continued)

___ 7700 E. Mich. Ave. – Visteon (east end)

___ 206 W. Mich. Ave.

___ 7700 E. Mich. Ave.

___ 214 W. Mich. Ave.

___ 7700 E. Mich. Ave. – (in drive

___ 224 W. Mich. Ave.

___ 7700 E. Mich. Ave.

___ --- Mills Street

___ 7700 E. Mich. Ave.

___ --- Mills Street



___ 7700 E. Mich. Ave.	___ 320 W. Mich. Ave. – American Legion
___ 7700 E. Mich. Ave. – (in drive)	___ 320 W. Mich. Ave.
___ 7700 E. Mich. Ave. – (in drive)	___ --- W. Mich. Ave. – at Bridge
___ 7700 E. Mich. Ave. – (in drive)	___ --- W. Side of Bridge
___ 7700 E. Mich. Ave. – (in drive)	___ --- W. Side of Bridge
___ 7700 E. Mich. Ave. – (in drive)	___ --- W. Side of Bridge
___ 565 E. Mich. Ave. – Shopping Center Busch's	___ 600 W. Mich. Ave.
___ 447 E. Mich. Ave. – Shopping Center – ACO	___ 600 W. Mich. Ave.
___ 423 E. Mich. Ave. – ACO	___ 658 W. Mich. Ave.
___ 413 E. Mich. Ave. – CVS	___ 674 W. Mich. Ave.
___ --- N. Maple	___ --- At Whitlock
___ --- N. Maple	___ 708 W. Mich. Ave
___ 317 E. Mich. Ave.	___ 714 W. Mich. Ave.
___ 309 E. Mich. Ave.	___ 734 W. Mich. Ave.
___ --- N. Davenport	___ 820 W. Mich. Ave. – Express Tire (off shoulder)
___ 211 E. Mich. Ave.	___ 820 W. Mich. Ave. – (west)
___ 205 E. Mich. Ave.	___ --- Mich. Ave. at Austin – (east)
___ --- N. Harris	___ --- Mich. Ave. at Austin – (west)
___ --- N. Harris	___ --- Mich. Ave. at Austin Commons
___ --- Hall Street	___ --- Mich. Ave. at Austin Commons
___ --- Hall Street	___ --- Mich. Ave. at Austin Commons

SOUTH CURB OF MICHIGAN AVE.SOUTH CURB OF MICHIGAN AVE. (Continued)

___ Plaza West	___ 135 W. Mich. Ave. – Hair's Everything
___ Plaza West	___ 114 E. Mich. Ave. – Comerica Bank
___ Saline Service Center	___ 118 E. Mich. Ave. – R & B Tool
___ 755 W. Mich. Ave.	___ --- S. Harris Street – Speedway
___ 731 W. Mich. Ave.	___ --- S. Harris Street – M & D Auto
___ 695 W. Mich. Ave.	___ 202 E. Mich. Ave.
___ Across from 674 W. Mich. Ave.	___ --- Williams Street
___ Across from 658 W. Mich. Ave.	___ --- Williams Street



___ Across from 658 W. Mich. Ave.	___ --- S. Davenport
___ Across from 658 W. Mich. Ave.	___ 300 Mich. Ave. – (mid-block)
___ 555 W. Mich. Ave. – Weller’s	___ 300 Mich. Ave. – (east end)
___ 555 W. Mich. Ave. – Weller’s	___ --- Old Creek Drive
___ 555 W. Mich. Ave. – Weller’s	___ 502 E. Mich. Ave. – Kentucky Fried Chicken
___ 555 W. Mich. Ave. – Weller’s	___ 502 E. Mich. Ave. – Kentucky Fried Chicken
___ 555 W. Mich. Ave. – Weller’s	___ --- E. Mich. Ave. – at Keveling Drive
___ --- W. Mich. Ave. – Curtiss Park (west)	___ 7911 E. Mich. Ave. – Gerry’s Tire
___ --- W. Mich. Ave. – Curtiss Park (west)	___ 7847 E. Mich. Ave. – McDonald’s
___ --- W. Mich. Ave. – Curtiss Park (east)	___ 7070 E. Mich. Ave. – Briarwood Ford
___ --- W. Mich. Ave. – Curtiss Park (east)	___ 7070 E. Mich. Ave. – Briarwood Ford
___ --- W. Mich. Ave. – Oakwood Cemetery	___ 760 E. Mich. Ave. – Wendy’s
___ --- W. Mich. Ave. – Oakwood Cemetery	___ 924 E. Mich. Ave. – BP
___ --- Monroe Street	___ --- E. Mich. Ave. – Across from Visteon
___ 203 W. Mich. Ave.	___ --- E. Mich. Ave. – Across from Visteon
___ 201 W. Mich. Ave.	___ --- E. Mich. Ave. – Across from Visteon
___ --- S. Lewis	___ --- S. Industrial
___ 147 W. Mich. Ave. – Steeb Dodge	___ --- S. Industrial
___ 143 E. Mich. Ave. – Presbyterian Church	___ 106 W. Mich. Ave. – Saline Reporter
___ 122 W. Mich. Ave.	___ --- N. Lewis

SUB-TOTAL FOR CITY OF SALINE	108
TOTAL CATCH BASINS	1411

CATCH BASIN CLEANING SCHEDULE		
Annual Cleaning	May 1 st – September 29 th	Determined by CCI

Note: Quantities are estimates only. Contact Contract Compliance Inspector (CCI) to get approval for any amounts over the stated estimate quantity. Contractor will be provided with an updated, itemized location list each year before commencing work.



UNIVERSITY REGION – CLINTON, EATON AND INGHAM COUNTIES

SPECIFICATIONS FOR CATCH BASIN CLEAN OUT

TOTAL BASINS = 2105

LANSING GARAGE		
Catch Basin Cleaning Description of Work 2006- 2009		
Williamston Garage Area		
ROUTE	DESCRIPTION	NUMBER OF CATCH BASINS
M-52	Haslett Road to Stockbridge	20
M-43	M-52 to Brookfield	209
M-36	Temple Street to Dansville	25
M-36	M-52 to Gregory	5
M-106	M-52 to Gregory	12
BL-69	Hagadorn Road to M-78	36
M-78	BL-69 to Woodbury Road	6
I-96	College Road to M-59	21
Williamston Garage		9
SUB-TOTAL		343

Grand Ledge Garage Area		
ROUTE	DESCRIPTION	NUMBER OF CATCH BASINS
M-43	Stanley to the City of Sunfield	327
BL-96	Grand River Ave under I-96	4
BL-96	Waverly Road to Chapel Hill Gardens	20
M-100	City of Grand Ledge	100
I-96	US-127 to Clintonia Road	56
I-69	WB ramps to EB I-96 at Grand River Bridge	2
US-127	Trowbridge Road to Clinton Co.	33
I-496	Entire Length	392
M-36	US-127 to Temple Street	78
Grand Ledge Garage		17
SUB-TOTAL		1029



Charlotte Garage Area		
ROUTE	DESCRIPTION	NUMBER OF CATCH BASINS
M-50	Packard Hwy to M-43	5
M-79/BR-69-M-50	City of Charlotte	168
M-50	Charlotte to Eaton Rapids	7
M-50/M-99	Eaton Rapids to Jackson Co.	4
M-188	Eaton Rapids to VFW Home	16
M-50/M-188/M-99	City of Eaton Rapids	122
M-99	Eaton Rapids to I-96	134
M-78	City of Bellevue	33
Lansing Road	I-69 to A&E Garage	65
I-496 Ramps	On to and off of Lansing Road	21
State Secondary Complex		124
I-69 Rest Area		33
I-69	At Kalamo	1
SUB-TOTAL		733
TOTAL CATCH BASINS		2105

CATCH BASIN CLEANING SCHEDULE		
Annual Cleaning	May 1 st – September 29 th	Determined by CCI

Note: Quantities are estimates only. Contact Contract Compliance Inspector (CCI) to get approval for any amounts over the stated estimate quantity. Contractor will be provided with an updated, itemized location list each year before commencing work.