Form No. DMB 234A (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Failure to deliver in accordance with Contract terms and conditions and this notice may be considered in default of Contract

STATE OF MICHIGAN
DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET **March 3, 2011**
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B8200265
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR **Mint Condition Cleaning Service, LLC** **6971 North Williams Road** **St. Johns, MI 48879** **Email:buckfaber@aol.com**	TELEPHONE: Ann Faber **(989) 224-2334** CONTRACTOR NUMBER/MAIL CODE BUYER/CA (517) 241-1145 **Lymon Hunter, CPPB**
CONTRACT COMPLIANCE INSPECTOR: Bob Batt (517) 750-0410 **Janitorial and Lawn Maintenance at DeWitt Rest Area – MDOT**	
CONTRACT PERIOD: From: **September 1, 2008** To: **May 31, 2011**	
TERMS **N/A**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
ALTERNATE PAYMENT OPTIONS: ☐ P-card ☐ Direct Voucher (DV) ☐ Other	
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective March 1, 2011 the first option year on this Contract is hereby exercised. The new Contract end date is May 31, 2011.

All other terms, conditions, specifications and pricing remain unchanged.

AUTHORITY/REASON:

Per vendor contact (Ann Faber) dated February 10, 2011, Administrative Board approval on March 1, 2011 and DTMB agreement.

INCREASE: $20,280.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: $177,180.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

January 16, 2009

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B8200265
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (989) 224-2334 **Ann Faber**
Mint Condition Cleaning Service, LLC **6971 North Williams Road** **St. Johns, MI 48879** buckfaber@aol.com	BUYER/CA (517) 241-1218 **Andre' Morrow, C.P.M., CPPB**
Contract Compliance Inspector: Bob Batt (517) 750-0410 **Janitorial and Lawn Maintenance at DeWitt Rest Area – MDOT**	
CONTRACT PERIOD: From: **September 1, 2008** To: **February 28, 2011**	
TERMS **½ % - 10 – Net 30 Days**	SHIPMENT **N/A**
F.O.B. **N/A**	SHIPPED FROM **N/A**
MINIMUM DELIVERY REQUIREMENTS **N/A**	

NATURE OF CHANGE(S):

Effective January 12, 2009, payment terms for this Contract are hereby CHANGED to reflect a ½ % discount if invoice is paid within 10 days. All other conditions, specifications, and pricing remain the same.

AUTHORITY/REASON:

Per vendor request (letter dated 12/26/08) and DMB/Purchasing Operations' approval.

CURRENT AUTHORIZED SPEND LIMIT REMAINS: $156,900.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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 22, 2008

NOTICE
TO
CONTRACT NO. 071B8200265
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (989) 224-2334 **Ann Faber**
Mint Condition Cleaning Service, LLC **6971 North Williams Road** **St. Johns, MI 48879** buckfaber@aol.com	BUYER/CA (517) 241-3768 **Lance Kingsbury**
Contract Compliance Inspector: Bob Batt (517) 750-0410 **Janitorial and Lawn Maintenance at DeWitt Rest Area – MDOT**	
CONTRACT PERIOD: From: **September 1, 2008** To: **February 28, 2011**	
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 RFP #071I8200141, this Contract Agreement and the vendor's quote dated 5/23/08. 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.

Current Authorized Spend Limit: $156,900.00

Form No. DMB 234 (Rev. 1/96)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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

CONTRACT NO. 071B8200265
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR	TELEPHONE (989) 224-2334 **Ann Faber**
Mint Condition Cleaning Service, LLC **6971 North Williams Road** **St. Johns, MI 48879** buckfaber@aol.com	BUYER/CA (517) 241-3768 **Lance Kingsbury**

Contract Compliance Inspector: Bob Batt (517) 750-0410
Janitorial and Lawn Maintenance at DeWitt Rest Area – MDOT

CONTRACT PERIOD: From: **September 1, 2008** To: **February 28, 2011**

TERMS	SHIPMENT
N/A	**N/A**
F.O.B.	SHIPPED FROM
N/A	**N/A**

MINIMUM DELIVERY REQUIREMENTS
N/A

MISCELLANEOUS INFORMATION:

The terms and conditions of this Contract are those of RFP #071I8200141, this Contract Agreement and the vendor's quote dated 5/23/08. 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.

Current Authorized Spend Limit: $156,900.00

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the RFP #071I8200141. Orders for delivery may be issued directly by the Michigan Department of Transportation through the issuance of a Purchase Order Form.

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

FOR THE VENDOR:	**FOR THE STATE:**
Mint Condition Cleaning Service, LLC Firm Name	Signature
Authorized Agent Signature	**Lance Kingsbury, Buyer Specialist** Name/Title
Authorized Agent (Print or Type)	**Services Division, Purchasing Operations** Division
Date	Date

STATE OF MICHIGAN
Department of Management and Budget
Purchasing Operations

Contract No. 071B8200265

Janitorial and Grounds Maintenance Services at the DeWitt Rest Area

Buyer Name: Lance Kingsbury
Telephone Number: 517.241.3768
E-Mail Address: kingsburyl@michigan.gov

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DEFINITIONS

"Days" means calendar days unless otherwise specified.

"24x7x365" means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

"Additional Service" means any Services/Deliverables within the scope of this Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Audit Period" has the meaning given in **Section 2.112.**

"Business Day," whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.

"Blanket Purchase Order" is an alternate term for Contract and is used in the States computer system.

"Business Critical" means any function identified in any Statement of Work as Business Critical.

"Chronic Failure" is defined in any applicable Service Level Agreements.

"Deleted – Not Applicable" means that section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.

"Deliverable" means physical goods and/or commodities as required or identified by a Statement of Work

"DMB" means the Michigan Department of Management and Budget

"Environmentally preferable products" means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

"Excusable Failure" has the meaning given in **Section 2.244.**

"Hazardous material" means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of this Contract).

"Incident" means any interruption in Services.

"ITB" is a generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Bidders

"Key Personnel" means any Personnel designated in **Section 1.031** as Key Personnel.

"New Work" means any Services/Deliverables outside the scope of this Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.

"Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

"Post-Consumer Waste" means any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

"Post-Industrial Waste" means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

"Recycling" means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

"Reuse" means using a product or component of municipal solid waste in its original form more than once.

"RFP" means a Request for Proposal designed to solicit proposals for services.

"Services" means any function performed for the benefit of the State.

"Source reduction" means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

"State Location" means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

"Subcontractor" means a company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

"Unauthorized Removal" means the Contractor's removal of Key Personnel without the prior written consent of the State.

"Waste prevention" means source reduction and reuse, but not recycling.

"Waste reduction", or "pollution prevention" means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

"Work in Progress" means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

"Work Product" refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project Request
This is a Contract for Janitorial and Grounds Maintenance Services at the Department of Transportation's (MDOT) DeWitt Rest Area.

1.012 Background – Deleted N/A

1.020 Scope of Work and Deliverables

1.021 In Scope
The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the services as described in this Contract.

1.022 Work and Deliverable
Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in this Contract.

1.030 Roles and Responsibilities

1.031 Contractor Staff Roles and Responsibilities

A. PERSONNEL

1. Contractor shall identify personnel requirements by number and skill including names and proposed physical location of executive and professional personnel who would be employed in this project in its work-plan (and shall indicate through the use of organizational diagrams and/or narrative statements, the specific functions of each assigned individual with detailed qualifications of employees and Subcontractors assigned to his project), for at least the following:

- Project Manager
- Site Supervisor
- Staff Support
- Subcontractors

2. The State reserves the right to approve personnel for this project and to require replacement of personnel found to be unacceptable at any time during the project. (See Section 2.060).

3. Contractor shall be responsible for repair, replacement or cleanup as necessary due to carelessness or negligence on the part of the Contractor and its personnel.

B. SUPERVISION

Contractor shall provide all supervision as may be necessary to oversee its personnel:

1. The Contractor's site supervisor or superintendent shall be a qualified and trained person whom, on a full time basis and is designated in writing, as the Contractor's representative at the rest area site. Any person who functions as an attendant is not considered a supervisor.

2. Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees, including control over all workers duties. At the conclusion of each service, the Contractor shall inspect the facility for completion and performance quality of the required services. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, sick leave, pension benefits, vacations, medical benefits, life insurance, or unemployment compensation or the like. The Contractor shall discipline his/her employees, as needed, up to and including termination.

3. Contractor must maintain a secure environment while servicing the facility. The Contractor shall comply with all security regulations and special working conditions as required by the agency:

- No one is allowed into the facility other than those individuals responsible for performing services.
- In locations that include a security alarm system, Contractor must also properly set the security alarm when leaving (if applicable).
- Failure to maintain a secure environment and set the security alarm (where applicable) will result in issuance of a complaint and possible cancellation of this Contract.
- Any cost incurred from a security service or local police for false alarms caused by failure of the Contractor to properly set the security alarm will be the responsibility of the Contractor.

4. Should this Contract be cancelled for failure to lock the building, or properly set the security alarm, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the Contractor. These costs may be deducted from the monthly payment due the Contractor.

5. The agency Contract Compliance Inspector (CCI) may require the Contractor to immediately remove any employee(s) from the agency's premises for just cause. The Contractor will assume any and all responsibilities relating to this removal. Any employee so removed will not be assigned to another state Contract.

6. The agency CCI shall make final determination of a Contractor's employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

1.040 Project Plan

1.041 Project Plan Management

A. For each location, a project work plan for managing implementation of the services shall be specified and submitted to the CCI for review and approval at the pre-maintenance meeting.

B. Project management plan shall identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

C. Contractor will carry out this Contract under the direction and control of the specified CCI for the respective locations where services are to be performed.

D. Contractor shall meet with the CCI and other agency or departmental project-leads, on a basis to be established by CCI and Contractor, but should meet quarterly, at a minimum, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

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

1. Equipment List - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this Contract. All equipment must be in the Contractor's possession, available for use and fully operational at the pre-maintenance meeting.

2. Schedule Of Operations - personnel expected to complete work on this Contract.

3. Name(s) of supervisors – 24-hour contact telephone numbers and best contact times.

4. Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide service(s). Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI or designated representative.

5. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to Purchasing Operations **prior** to this Contract start date.

6. 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, this Contract will be awarded to the next best-valued Contractor who can demonstrate the ability to perform the work.

F. Annual Service Review and Progress Meeting

1. The CCI 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 MDOT and Purchasing Operations.

2. An unsatisfactory audit may result in cancellation of this 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.

3. 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 this Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the respective Agency(s).

4. Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 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.

1.042 Reports
Reports (forms provided by MDOT) shall be distributed and discussed during the pre-maintenance meeting.

1.050 Acceptance

1.051 Criteria
The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this SOW:

The CCI will conduct inspections for all specifications identified in this Contract and will provide performance evaluations to the Contractor noting any deficiencies. The CCI (or his/her appointed representative) shall make the final determination as to whether any task has been satisfactorily performed.

The CCI will also maintain a record comprised of complaints from agency or departmental staff and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day, which must to be completed by Contractor within eight (8) hours of its receipt.

Contractor must remain responsible to make any necessary changes if the CCI determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within 24 hours from notice of the deficiency, or sooner depending on the severity of the task.

Should the Contractor fail to correct specification deficiencies, a Complaint to Vendor (Vender Performance form) will be filed by the CCI. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to Vendor (Vendor Performance form) may result in cancellation of this Contract.

1.052 Final Acceptance – Deleted N/A

1.060 Proposal Pricing

1.061 Proposal Pricing
Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See **www.michigan.gov/dmb** for current rates.

1.062 Price Term
Fixed with prospective re-determination at an agreed upon time

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

Prices are subject to change at the end of each 365-day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. Purchasing Operations reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). Purchasing Operations also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of this Contract period unless further revised at the end of the next 365-day period. Requests for price changes shall be RECEIVED IN WRITING AT LEAST 10 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this Contract may be cancelled. **The Contractor remains responsible for performing according to the Contract terms at this Contract price for all orders received before price revisions are approved or before this Contract is cancelled.**

1.063 Tax Excluded from Price
(a) Sales Tax: For purchases made directly by the State, the State is exempt from State and Local Sales Tax. Prices must not include the taxes. Exemption Certificates for State Sales Tax will be furnished upon request.

(b) Federal Excise Tax: The State may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Holdback – Deleted N/A

1.070 Additional Requirements – Deleted N/A

Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term
This Contract term is from September 1, 2008 to February 28, 2011. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Renewal(s)
This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to two (2) additional one (1)-year periods.

2.003 Legal Effect
Contractor shall show acceptance of this Contract by signing two copies of this Contract and returning them to the Contract Administrator. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

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 this Contract has been issued.

2.004 Attachments & Exhibits
All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

2.005 Ordering
The State will issue a written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order, which must be approved by the Contract Administrator or the Contract Administrator's designee, to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are also specifically contained in that Purchase Order's or Blanket Purchase Order's accompanying Statement of Work.

2.006 Order of Precedence
(a) This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and as additional terms and conditions on the purchase order must apply as limited by **Section 2.005.**

(b) In the event of any inconsistency between the terms of this Contract and a Statement of Work, the terms of the Statement of Work will take precedence (as to that Statement of Work only); provided, however, that a Statement of Work may not modify or amend the terms of this Contract, which may be modified or amended only by a formal Contract amendment.

2.007 Headings
Captions and headings used in this 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.

2.008 Form, Function, & Utility
If this Contract is for use of more than one State agency and if the Deliverable/Service does not the meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

2.009 Reformation and Severability
Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

2.010 Consents and Approvals
Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

2.011 No Waiver of Default
If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

2.012 Survival
Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

2.020 Contract Administration

2.021 Issuing Office
This Contract is issued by the Department of Management and Budget, Purchasing Operations and MDOT (collectively, including all other relevant State of Michigan departments and agencies, the "State"). Purchasing Operations is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. Purchasing Operations **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of this Contract.** The Contractor Administrator within Purchasing Operations for this Contract is:

Lance Kingsbury
Purchasing Operations
Department of Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
kingsburyl@michigan.gov
517.241.3768

2.022 Contract Compliance Inspector (CCI)
After DMB-Purchasing Operations receives this properly executed Contract, it is anticipated that the Director of Purchasing Operations, in consultation with MDOT, will direct the person named below, or any other person so designated, 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 the Contract as that authority is retained by DMB Purchasing Operations**. The CCI for each location is noted herein and will be included in this Contract:

2.023 Project Manager – Deleted N/A

2.024 Change Requests
The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

(a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(b) No proposed Change must be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Management and Budget, Purchasing Operations.

(c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

2.025 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the 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 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.

State:
State of Michigan
Purchasing Operations
Attention: Lance Kingsbury
PO Box 30026
530 West Allegan
Lansing, Michigan 48909

Either party may change its address where notices are to be sent by giving notice according to this Section.

2.026 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon written notice.

2.027 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent Contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be or must be deemed to be an employee, agent or servant of the State for any reason. 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.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in this Contract, the parties will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under this Contract.

2.029 Assignments

(a) Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under this Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

2.030 General Provisions

2.031 Media Releases
News releases (including promotional literature and commercial advertisements) pertaining to this Contract 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 this Contract are to be released without prior written approval of the State and then only to persons designated.

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

2.033 Permits
Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

2.034 Website Incorporation
The State is not 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 the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

2.035 Future Bidding Preclusion
Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

2.036 Freedom of Information
All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

2.037 Disaster Recovery
Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under this Contract will provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

2.040 Financial Provisions

2.041 Fixed Prices for Services/Deliverables – Deleted N/A

2.042 Adjustments for Reductions in Scope of Services/Deliverables
If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

2.043 Services/Deliverables Covered
For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under this Contract, the State shall not be obligated to pay any amounts in addition to the charges specified in this Contract.

2.044 Invoicing and Payment – In General
(a) Each Statement of Work issued under this Contract shall list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice will show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis will show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate. Prompt payment by the State is contingent on the Contractor's invoices showing the amount owed by the State minus any holdback amount to be retained by the State in accordance with **Section 1.064**.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) All invoices should reflect actual work done. Specific details of invoices and payments will be agreed upon between the CCI 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.

2.045 Pro-ration
To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

2.046 Antitrust Assignment
The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

2.047 Final Payment
The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

2.048 Electronic Payment Requirement
Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at http://www.cpexpress.state.mi.us. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment will be made by electronic fund transfer (EFT).

2.050 Taxes

2.051 Employment Taxes
Contractors are expected to collect and pay all applicable federal, state, and local employment taxes, including the taxes.

2.052 Sales and Use Taxes
Contractors 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. Contractors 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 are registered with the State 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.

2.060 Contract Management

2.061 Contractor Personnel Qualifications

All persons assigned by Contractor to the performance of Services under this Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of this Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel – Deleted N/A

2.063 Re-assignment of Personnel at the State's Request

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

2.064 Contractor Personnel Location

All staff assigned by Contractor to work on this Contract will perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel will, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

2.065 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

2.066 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other Contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing, the Contractor will provide to the State's agents and other Contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and will not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impeded Contractor's performance under this Contract with the requests for access.

2.067 Contractor Return of State Equipment/Resources

The Contractor must return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

2.068 Contract Management 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 this Contract. If any part of the work is to be subcontracted, this 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 this Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility
Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

2.072 State Consent to Delegation
Contractor shall not delegate any duties under this Contract to a Subcontractor unless the Department of Management and Budget, Purchasing Operations has given written consent to such delegation. The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract
In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor will be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract.

2.074 Flow Down
Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in **Sections 2.003, 2.060, 2.090, 2.110, 2.120, 2.200, 2.250** in all of its agreements with any Subcontractors.

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

2.080 State Responsibilities

2.081 Equipment
The State will provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

2.082 Facilities
The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to and, unless agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it will not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

2.090 Security

2.091 Background Checks
On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

All Contractor personnel will also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See http://www.michigan.gov/dit. Furthermore, Contractor personnel will be expected to agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. It is expected the Contractor will present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff will be expected to comply with all Physical Security procedures in place within the facilities where they are working.

2.092 Security Breach Notification
If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 PCI Data Security Requirements – Deleted N/A

2.100 Confidentiality

2.101 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 must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

2.102 Protection and Destruction of Confidential Information
The State and Contractor will each use at least the same degree of care to prevent disclosing 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 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) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the 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 the Confidential Information from unauthorized use or disclosure.

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

2.103 Exclusions
Notwithstanding the foregoing, the provisions of **Section 2.250** 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 the 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 **Section 2.250** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the 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 the disclosure as reasonably requested by the furnishing party.

2.104 No Implied Rights
Nothing contained in this Section must 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.

2.105 Respective Obligations
The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

2.110 Records and Inspections

2.111 Inspection of Work Performed
The State's authorized representatives must at all reasonable times and with 10 days prior written request, have the right to enter Contractor's premises, or any other places, where the Services are being performed, and must have access, upon reasonable request, to interim drafts of Deliverables or work-in-progress. Upon 10 Days prior written notice and at all reasonable times, the State's representatives must be allowed to inspect, monitor, or otherwise evaluate the work being performed and to the extent that the access will not reasonably interfere or jeopardize the safety or operation of the systems or facilities. Contractor must provide all reasonable facilities and assistance for the State's representatives.

2.112 Examination of Records
For seven years after the Contractor provides any work under this Contract (the "Audit Period"), the State may examine and copy any of Contractor's books, records, documents and papers pertinent to establishing Contractor's compliance with this Contract and with applicable laws and rules. The State must notify the Contractor 20 days before examining the Contractor's books and records. The State does not have the right to review any information deemed confidential by the Contractor to the extent access would require the confidential information to become publicly available. This provision also applies to the books, records, accounts, documents and papers, in print or electronic form, of any parent, affiliated or subsidiary organization of Contractor, or any Subcontractor of Contractor performing services in connection with this Contract.

2.113 Retention of Records
Contractor must maintain at least until the end of the Audit Period all pertinent financial and accounting records (including time sheets and payroll records, and information pertaining to this Contract and to the Services, equipment, and commodities provided under this Contract) pertaining to this Contract according to generally accepted accounting principles and other procedures specified in this Section. Financial and accounting records must be made available, upon request, to the State at any time during the Audit Period. If an audit, litigation, or other action involving Contractor's records is initiated before the end of the Audit Period, the records must be retained until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

2.114 Audit Resolution
If necessary, the Contractor and the State will meet to review each audit report promptly after issuance. The Contractor will respond to each audit report in writing within 30 days from receipt of the report, unless a shorter response time is specified in the report. The Contractor and the State must develop, agree upon and monitor an action plan to promptly address and resolve any deficiencies, concerns, and/or recommendations in the audit report.

2.115 Errors
(a) If the audit demonstrates any errors in the documents provided to the State, then the amount in error must be reflected as a credit or debit on the next invoice and in subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried for more than four invoices. If a balance remains after four invoices, then the remaining amount will be due as a payment or refund within 45 days of the last quarterly invoice that the balance appeared on or termination of this Contract, whichever is earlier.

(b) In addition to other available remedies, the difference between the payment received and the correct payment amount is greater than 10%, then the Contractor must pay all of the reasonable costs of the audit.

2.120 Warranties

2.121 Warranties and Representations
The Contractor represents and warrants:

(a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.

(b) This Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with this Contract's requirements and other standards of performance.

(c) It 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 licensed use, as applicable, of any and all Deliverables. None of the Deliverables provided by Contractor to the State under this Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

(d) Deleted – N/A

(e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.

(f) It is qualified and registered to transact business in all locations where required.

(g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must 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 must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.

(i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

(j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.

(k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP 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 the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse change in the business, properties, financial condition, or results of operations of Contractor.

(l) All written information furnished to the State by or for the 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 the information not misleading.

(m) It is not in material default or breach of any other Contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any Contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.

(n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after Contract award, the Contractor is required to report those changes immediately to the Department of Management and Budget, Purchasing Operations.

2.122 Warranty of Merchantability – Deleted N/A

2.123 Warranty of Fitness for a Particular Purpose – Deleted N/A

2.124 Warranty of Title – Deleted N/A

2.125 Equipment Warranty – Deleted N/A

2.126 Equipment to be New – Deleted N/A

2.127 Prohibited Products – Deleted N/A

2.128 Consequences For Breach
In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

2.130 Insurance

2.131 Liability Insurance
The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must 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 the 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 under this Contract.

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

The insurance must 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 must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State. See www.michigan.gov/dleg.

Where specific limits are shown, they are the minimum acceptable limits. If Contractor's policy contains higher limits, the State must be entitled to coverage to the extent of the higher limits.

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

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

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

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS 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 according to applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, 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 must 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

2.132 Subcontractor Insurance Coverage
Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must 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) must 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.

2.133 Certificates of Insurance and Other Requirements
Contractor must furnish to DMB-Purchasing Operations, certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. **THIS 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) must contain a provision indicating that coverages afforded under the policies WILL NOT BE CANCELLED, MATERIALLY CHANGED, OR NOT RENEWED without 30 days prior written notice, except for 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 this Contract or Purchase Order number affected. Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insureds 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.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must secure tail coverage for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed, to limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the 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, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

2.140 Indemnification

2.141 General Indemnification
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

2.142 Code Indemnification – Deleted N/A

2.143 Employee Indemnification
In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under this Contract must 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 benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, 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 provisions.

2.144 Patent/Copyright Infringement Indemnification
To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees 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 the 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 the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the 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.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under this Contract.

2.145 Continuation of Indemnification Obligations
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

2.146 Indemnification Procedures
The procedures set forth below must apply to all indemnity obligations under this Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the 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 notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must 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 before the State receiving Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under 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 may defend the claim in the 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 must promptly reimburse the State for all the reasonable costs and expenses.

2.150 Termination/Cancellation

2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State will provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches 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.

2.152 Termination for Cause

(a) The State may terminate this Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of this Contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

2.154 Termination for Non-Appropriation

(a) 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 Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or the change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section will not preclude Contractor from reducing or stopping Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State will pay the Contractor for only the work completed to that point under this Contract. 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 the written notice.

2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (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) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the 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 this terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not 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.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement Contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights
Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

2.160 Termination by Contractor

2.161 Termination by Contractor
If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under **Section 2.260** before it terminates this Contract.

2.170 Transition Responsibilities

2.171 Contractor Transition Responsibilities
If the State terminates this Contract, for convenience or cause, or if this Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, 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. If this Contract expires or terminates, 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 24 hours. These efforts must include, but are not limited to, those listed in **Sections 2.141, 2.142, 2.143, 2.144, and 2.145.**

2.172 Contractor Personnel Transition
The Contractor must 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 must 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 this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, 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 or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

2.173 Contractor Information Transition
The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

2.174 Contractor Software Transition – Deleted N/A

2.175 Transition Payments
If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of this 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) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

2.176 State Transition Responsibilities
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:
(a) Reconciling all accounts between the State and the Contractor;
(b) Completing any pending post-project reviews.

2.180 Stop Work

2.181 Stop Work Orders
The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring 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 must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.180**.

2.182 Cancellation or Expiration of Stop Work Order
The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, this Contract price, or both, and this Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar 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 Contractor proposal submitted at any time before final payment under this Contract. Any adjustment will conform to the requirements of **Section 2.024**.

2.183 Allowance of Contractor Costs
If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.153**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State will not be liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180.**

2.190 Dispute Resolution

2.191 In General
Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

2.192 Informal Dispute Resolution
(a) All disputes between the parties must be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Director of Purchasing Operations, DMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

(i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract will be honored in order that each of the parties may be fully advised of the other's position.

(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Purchasing Operations, DMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section will not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.190**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

2.194 Continued Performance

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in **Section 2.150**, as the case may be.

2.200 Federal and State Contract Requirements

2.201 Nondiscrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her 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 disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

2.202 Unfair Labor Practices

Under 1980 PA 278, MCL 423.321, et seq., the State must 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 under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor must comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor must comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html.

2.210 Governing Law

2.211 Governing Law
This Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

2.212 Compliance with Laws
Contractor shall comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

2.213 Jurisdiction
Any dispute arising from this Contract must be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non conveniens or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

2.220 Limitation of Liability

2.221 Limitation of Liability
Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark 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; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on this Contract.

2.230 Disclosure Responsibilities

2.231 Disclosure of Litigation
(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or

(ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:

(a) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
(b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.

(c) Contractor must make the following notifications in writing:
(1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DMB Purchasing Operations.
(2) Contractor must also notify DMB 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.
(3) Contractor must also notify DMB Purchasing Operations within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure
Contractor and/or all Subcontractors involved in the performance of this Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of this Contract.

2.233 Bankruptcy
The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:
(a) the Contractor files for protection under the bankruptcy laws;
(b) an involuntary petition is filed against the Contractor and not removed within 30 days;
(c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
(d) the Contractor makes a general assignment for the benefit of creditors; or
(e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

2.240 Performance

2.241 Time of Performance
(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a),** Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to this Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

2.242 Service Level Agreements (SLAs) – Deleted N/A

2.243 Liquidated Damages – Deleted N/A

2.244 Excusable Failure
Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; 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 a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the 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.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business 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/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

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/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and 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.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities
Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this Contract.

(a) Shipment responsibilities - Services performed/Deliverables provided under this Contract must be delivered "F.O.B. Destination, within Government Premises." The Contractor must have complete responsibility for providing all Services/Deliverables to all site(s) unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.

(b) Delivery locations - Services will be performed/Deliverables will be provided at every State of Michigan location within Michigan unless otherwise stated in the SOW. Specific locations will be provided by the State or upon issuance of individual purchase orders.

(c) Deleted – N/A

2.252 Delivery of Deliverables
Where applicable, the Statements of Work/POs contain lists of the Deliverables to be prepared and delivered by Contractor including, for each Deliverable, the scheduled delivery date and a designation of whether the Deliverable is a document ("Written Deliverable"), a good ("Physical Deliverable") or a Service. All Deliverables must be completed and delivered for State review and written approval and, where applicable, installed according to the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

2.253 Testing – Deleted N/A

2.254 Approval of Deliverables, In General
(a) All Deliverables (Physical Deliverables and Written Deliverables) and Services require formal written approval by the State, according to the following procedures. Formal approval by the State requires the State to confirm in writing that the Deliverable meets its specifications. Formal approval may include the successful completion of Testing as applicable in **Section 2.253**, to be led by the State with the support and assistance of Contractor. The approval process will be facilitated by ongoing consultation between the parties, inspection of interim and intermediate Deliverables and collaboration on key decisions.

(b) The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables/Services being reviewed.

(c) Before commencement of its review or testing of a Deliverable/Service, the State may inspect the Deliverable/Service to confirm that all components of the Deliverable/Service have been delivered without material deficiencies. If the State determines that the Deliverable/Service has material deficiencies, the State may refuse delivery of the Deliverable/Service without performing any further inspection or testing of the Deliverable/Service. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable or the Service begins, and the State and Contractor agree that the Deliverable/Service is ready for use and, where applicable, certification by Contractor according to **Section 2.253**.

(d) The State will approve in writing a Deliverable/Service after confirming that it conforms to and performs according to its specifications without material deficiency. The State may, but is not be required to, conditionally approve in writing a Deliverable/Service that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable/Service that remain outstanding at the time of State approval.

(e) If, after three opportunities (the original and two repeat efforts), the Contractor is unable to correct all deficiencies preventing Final Acceptance of a Deliverable/Service, the State may: (i) demand that the Contractor cure the failure and give the Contractor additional time to cure the failure at the sole expense of the Contractor; or (ii) keep this Contract in force and do, either itself or through other parties, whatever the Contractor has failed to do, and recover the difference between the cost to cure the deficiency and this Contract price plus an additional sum equal to 10% of the cost to cure the deficiency to cover the State's general expenses provided the State can furnish proof of the general expenses; or (iii) terminate the particular Statement of Work for default, either in whole or in part by notice to Contractor provided Contractor is unable to cure the breach. Notwithstanding the foregoing, the State cannot use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

(f) The State, at any time and in its reasonable discretion, may halt the testing or approval process if the process reveals deficiencies in or problems with a Deliverable/Service in a sufficient quantity or of a sufficient severity that renders continuing the process unproductive or unworkable. If that happens, the State may stop using the Service or return the applicable Deliverable to Contractor for correction and re-delivery before resuming the testing or approval process.

2.255 Process For Approval of Written Deliverables – Deleted N/A

2.256 Process for Approval of Services
The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service).

If the State delivers to the Contractor a notice of deficiencies, the Contractor will correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts will be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State will have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Process for Approval of Physical Deliverables – Deleted N/A

2.258 Final Acceptance
Unless otherwise stated in the Article 1, Statement of Work or Purchase Order, "Final Acceptance" of each Deliverable must occur when each Deliverable/Service has been approved by the State following the State Review Periods identified in **Sections 2.251-2.257**. Payment will be made for Deliverables installed and accepted. Upon acceptance of a Service, the State will pay for all Services provided during the State Review Period that conformed to the acceptance criteria.

2.260 Ownership

2.261 Ownership of Work Product by State – Deleted N/A

2.262 Vesting of Rights – Deleted N/A

2.263 Rights in Data – Deleted N/A

2.264 Ownership of Materials – Deleted N/A

2.270 State Standards

2.271 Existing Technology Standards – Deleted N/A

2.272 Acceptable Use Policy – Deleted N/A

2.273 Systems Changes – Deleted N/A

2.280 Extended Purchasing

2.281 MIDEAL – Deleted N/A

2.282 State Employee Purchases – Deleted N/A

2.290 Environmental Provision

2.291 Environmental Provision
Energy Efficiency Purchasing Policy – The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

Environmental Purchasing Policy – The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclability; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative.

The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

Hazardous Materials:
For the purposes of this Section, “Hazardous Materials” is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation or disposal of which is regulated by the federal, state or local laws governing the protection of the public health, natural resources or the environment. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) “Hazardous Materials” under the Hazardous Materials Transportation Act, (2) “chemical hazards” under the Occupational Safety and Health Administration standards, (3) “chemical substances or mixtures” under the Toxic Substances Control Act, (4) “pesticides” under the Federal Insecticide Fungicide and Rodenticide Act, and (5) “hazardous wastes” as defined or listed under the Resource Conservation and Recovery Act.

(a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State and local laws. The State must provide a safe and suitable environment for performance of Contractor’s Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State’s convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html

Refrigeration and Air Conditioning:
The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this Contract.

Environmental Performance:
Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

Appendix A

LOCATION INFORMATION			
BUILDING NAME AND NUMBER:	DeWitt Rest Area #R831		
BUILDING ADDRESS:	Located on southbound US-127, approximately 1/2 mile south of Green Rd.		
REGION / COUNTY:	University / Clinton		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT		
PROCUREMENT OFFICE CONTACT NAME:	Rick Dolan	**CONTACT PHONE #:**	517.335.2507
PROCUREMENT OFFICE CONTACT E-MAIL:	dolanr@michigan.gov	**CONTACT FAX #:**	
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	Bob Batt	**CONTACT PHONE #:**	517.750.0410
CCI / FM CONTACT E-MAIL:	battb@michigan.gov	**CONTACT FAX #:**	517.750.4397

Pricing Summary

	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	ANNUAL PRICE
☑	Rest Area Janitorial and Maintenance	Week	52 weeks	$1,180.00	$61,360.00
☑	Lawn Maintenance	Cycle	26 cycles	$50.00	$1,300.00
☑	Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)	$50.00	$100.00
				YEAR TOTAL:	$62,760.00
				TWO and a HALF (2.5) YEAR TOTAL:	$156,900.00

Quantities are estimates only; actual work performed determined by CCI.

Hours of Work
The regular weekly hours of staffing at the rest area shall be as follows:

	SUMMER May 1st to October 31st	WINTER November 1st to April 30th
Monday - Friday	6:00 a.m. – 6:00 p.m.	6:00 a.m. – 5:00 p.m.
Saturday	6:00 a.m. – 8:00 p.m.	6:00 a.m. – 5:00 p.m.
Sunday	6:00 a.m. – 10:00 p.m.	6:00 a.m. – 8:00 p.m.

Exceptions to this schedule are noted below in the Holiday Week Rest Area Coverage section.

Holiday Week and Rest Area Coverage
The contractor will be required to have one (1) employee on site from the hours of 6:00 a.m. to 10:00 p.m. for the Holiday Work Schedule noted below.

2008	2009	2010
	May 22, 23, 24, 25	May 28, 29, 30, 31
	July 3, 4, 5,	July 3, 4, 5
Sept. 1	Sept. 4, 5, 6, 7	Sept. 3, 4, 5, 6

MDOT APPROVED MATERIALS LIST

The following materials list has been compiled by MDOT for Contractor use. Contractor must select products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	150 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½" x 4 ½" 100 sheets/roll, 96 rolls/case	
Liquid Hand Soap	All hand soap dispensers	Soap must be mild, liquid and remain viscous at temperatures 40 degrees F or higher. Must be designed for hand soap dispensers. Soaps that clog dispensers will not be allowed.	150 Gallons
Liquid Hand Soap	All automatic soap dispensers	Soap must be 1600ml in size, designed for the automatic soap dispensers manufactured by Technical Concepts.	300 Gallons
Plastic Bag Barrel Liners (55gal)	All large trash barrels	55 gal. Capacity, minimum size 36" x 60", mil thickness .16	3600 Bags
Plastic Bag Barrel Liners (33gal)	Trash Cans	33 gal. Capacity, minimum size 33" x 40", mil thickness .43	1200 Bags
Sanitary Napkin Disposal Bag	Sanitary Napkin Receptacles	Approved dispenser liner that fits properly	600 Bags
Glass Cleaner	All glass and mirrored surfaces	Liquid spray, formula designed or cleaning glass and mirrors, non-abrasive	60 Gallons
Toilet Bowl and Urinal Cleaner	To disinfect inside of urinals, bowls, flushing cavities	E.P.A. Approved 9% HCI acid base bowl cleaner	300 Gallons
Waterfree Urinal Cleaner	To disinfect waterfree urinal bowl	Use a non-acid based mild disinfectant cleaner	50 Gallons
Rotary Floor Machine – Liquid Cleaner	To clean tile floors once per month	E.P.A. Approved 20-36% phosphoric acid base cleaner	8 Gallons
Liquid Detergent – Synthetic Disinfectant	To clean, disinfect tile floor, walls, partitions, sink tops, sinks, outside of toilets, urinals, toilet seats, and sanitary napkin disposal containers	E.P.A. Registered disinfectant, detergent shall be quaternary ammonium compounds	48 Gallons
Stainless Steel Cleaner	To clean metal surfaces	Safe for metals, non-scouring product	3 Gallons
De-icing Chemical	To use on sidewalks and entrances for ice removal	Calcium Chloride or product approved by MDOT designated representative	4000 Pounds
Marker/Vandal Remover	To remove crayon, pen, marker, ink, paint and pencil marks	Must be safe for use on hard surfaces such as painted brick, tile and crayon graffiti	12 Cans
Latex Gloves	To be used when cleaning facility	Quality latex gloves	38 Pair
Personal Eye Wash	To be readily available and accessible when using cleaning products	23-oz. Polyethylene eye wash bottle	1-2 Bottles

Wet Floor Signs	To be placed in areas being cleaned when needed	Approved plastic yellow folding signs	3 Signs
Cotton Mops	To mop tile flooring	Cotton blend, banded loop (minimum 2)	52
Mop Handle	To be used with Cotton Mops	Plastic grips or speed change heads	3
Scrub Pads	To be used to manually scrub areas not easily accessible by Rotary Floor Machine	Swivel head must fit on standard threaded wood handle with bristle made of DuPont “Tynex A”	1
Handles	To hold Scrub Pad	Standard thread, wood	1
Mop Bucker & Wringer	To hold solution and Drain Mop	Bucket must be on rollers, wringer must match bucket and mop size	1
Floor Squeegees	To push excess liquid into floor drains	24” minimum witch, rubber tipped	5
Broom	To seep dirt and debris from floor	Heavy duty natural corm broom	5
Window Squeegees and Extension	To clean windows	Squeegee designed for window washing with extension as needed	5
Toilet Bowl Mop	To clean inside toilet bowl and urinals	Cotton or synthetic mop – no brushes	24
Spray Bottles	To hold various cleaning supplies	Clean plastics, trigger style bottles	15
Sponges, Cloths	To clean surfaces	Cotton cloths, absorbent sponges	15
Rotary Floor Machine	To scrub quarry tile floors	175 RPM speed with 15” Brush Spread, must be run on wet floor	1
Rotary Brush Head	To scrub quarry tile floor	“Zim Grit” 15” diameter solid wood back, green color with 40 gauge Tynex nylon filament – must fit above Rotary Floor Machine	1
Portable Pump-up Sprayer	To wash walls and partitions	Portable, 3 Gallon capacity, plastic tank with 18” chemical resistant hose with wand, adjustable spray tip, viton seals	1
Garden Hose	To water flowers	Quality rubber hose with proper fittings	1
Step Ladder	To use when accessing certain varying heights	6 Foot, OSHA Approved	1
Metal Halide Bulbs	To replace lighting	100 Watt - General Electric, Sylvania or Westinghouse	45
Metal Halide Bulbs	To replace lighting	50 Watt - General Electric, Sylvania or Westinghouse	10
Florescent Bulbs	To replace lighting	40 Watt	24
Toilet Plunger	To unclog toilets	Standard	1
Drain Snake	To unclog drains	Standard	1
Aerosol Gum Remover	Remove gum from floors	Aerosol cans	24
Shredded Mulch Bark	To be placed around trees	No wood chips or foreign objects (i.e., rocks, nails, etc.)	200 cu ft. approximately

Specifications (from 1.022 Work and Deliverable of this Contract)
Definite Specifications - All services to be furnished hereunder shall conform to the specifications as noted herein.

Seasonal Closure
The Michigan Department of Transportation (MDOT) reserves the right to close Rest Areas during the winter due to budget constraints. MDOT will notify the Contractor 30 calendar days in advance of the scheduled closing date.

Measurement and Payment
The information contained in this Contract represents a summary of the estimated work to be provided. The price includes all labor, materials, equipment, and incidentals to complete the work as specified. The completed work as measured for REST AREA MAINTENANCE, LAWN MAINTENANCE, SPRING AND FALL CLEANUP AND LAWN AERATION, will be paid for at this Contract unit prices.

Pre-Maintenance Meeting
Prior to starting any work on this Contract, a meeting will be called by the CCI, or their representative, to discuss Contract provisions. The Contractor's designated supervisor shall be identified at this meeting. MDOT contact personnel and phone numbers will also be identified at this time. Reports (forms provided by MDOT) shall be distributed and discussed during this meeting.

Subcontracting and Prime Contractor Responsibilities
No Subcontractor may be assigned to the Contract without prior approval of DMB – Purchasing Operations.

The Prime Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not the Contractor performs them. Further, the State will consider the Prime Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract. Should the Contractor use Subcontractors to perform part of the work, the Contractor remains fully responsible for completion of the work in accordance with theis Contract as if no portion of it had been Subcontracted. **SUBCONTRACTED WORK IS LIMITED TO THE LAWN MAINTENANCE, SNOW REMOVAL, LAWN AERATIONAND/OR SPRING AND FALL CLEANUP BID ITEMS ONLY.** Any changes in Subcontractors may only be made with PRIOR APPROVAL from DMB – Purchasing Operations. The Contractor shall submit a list naming all Subcontractors, including firm name, the name of the supervisor, address and complete description of work they will perform under this Contract within 10 days of this Contract start date.

The State reserve the right to approve or reject any or all Subcontractors for this project and to require the Prime Contractor to replace Subcontractors found to be unacceptable or it is determined that they cannot meet the requirements of this Contract. **The Contractor is totally responsible for adherence by the Subcontractor to all provisions of this Contract.**

Contractor Status
The Contractor and his/her employees, at all times, shall be considered as an independent Contractor and not as MDOT/State employees. As an independent Contractor, the Contractor's payment under this Contract shall not be subject to any withholding for tax, social security, or other purposes; nor, shall the Contractor or his/her employees be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, or unemployment compensation or the like from MDOT/CRC/State.

The Contractor shall exercise all supervisory control and general control over all day-to-day operations of his/her employees including control over all workers' duties. The Contractor shall also be responsible for payment of all wages to employees, taxes and fringe benefits, and shall discipline employees, as needed, including firing and hiring.

Default
Non-Acceptable conditions: Should an inspection by the State reveal that the Contractor's work results in any non-acceptable maintenance conditions:

- MDOT, at the time of the first circumstance, shall call for a meeting with the Contractor to review the condition.
- Should a second non-acceptable condition develop, a second meeting will be held. A letter of warning will follow.
- Should a third non-acceptable condition develop, a written notice of termination may be sent to the Contractor from Purchasing Operations.
- In the event of such termination, the State may deem appropriate to perform services similar to those so terminated. The Contractor shall be liable to the State for any excess costs for such services. The Contractor shall not be liable for any increased cost if failure to perform this Contract arises out of any cause beyond his/her control and without his/her fault or negligence.

Contract Changes and/or Contract Modifications
DMB-Purchasing Operations reserves the right to modify janitorial and/or grounds maintenance/lawn care services during the course of this Contract. Such modifications may include changing the location to be serviced, size of cleaning area, number of hours and/or days service is to be performed, as well as changes in frequency of performance of any listed tasks and/or addition or deletion of tasks to be performed, 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 MUTUALLY AGREEABLE, THIS CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATION.
Price adjustments due to any of the foregoing changes shall be based on a pro-rata basis based on this Contract. Prices for extra work requested during this Contract, which are not part of this Contract, will be negotiated prior to the time of occurrence.

Changes of any nature after this Contract start date, which reflect an increase or decrease in requirements of cost shall require a written advice of change to be issued by DMB-Purchasing Operations. SUCH CHANGES, IF PERFORMED IN ADVANCE OF THE STATE'S APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

Laws, Ordinances, and Regulations
The Contractor shall keep fully informed and shall comply with all local, state, and federal laws, ordinances, and regulations.

Permits and Licenses
Any permits, licenses, certificates, or fees required for the performance of the work, shall be obtained and paid for by the Contractor.

Industry Rules and Codes
All work shall be done in compliance with the applicable rules of the industry which shall be considered as included on these specifications, shall comply with all local and state codes, and be approved by the State prior to use.

Protection of Property
The Contractor shall be responsible for protecting and preserving, from damage, to any and all facilities, public and private, which are adjacent to the areas where work is being performed.

Use of Property
The Contractor and/or individual employees DO NOT have the authority to permit any use of the facility. The Contractor and/or employee shall report any activity of which they were not previously aware to the CCI as soon as possible.

Time and Progress
It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated herein, and the Contractor agrees to do the work covered by this Contract in conformity with the provisions set forth herein and to prosecute all work with all due diligence so as to complete any work required under this Contract within the shortest reasonable periods of time.

Equipment and Materials, Inspection
The CCI shall have the right to inspect all equipment and materials, which is to be used in carrying out the terms of this Contract; any such equipment or materials, which do not comply with local, state and federal codes, or with this Contract, may be rejected.

Property/Equipment Damage Report
In all instances where state property or equipment is damaged, the Contractor shall first notify the CCI immediately and then submit a full report of the facts and extend of damage in writing within 24 hours.

Accidents
Any accident on the premises shall be reported immediately to the appropriate MDOT CCI. Regular and emergency phone numbers will be provided at the pre-maintenance meeting.

Time Clock
The Contractor will install and maintain a time clock, or other documentation device, as approved by the CCI. This time clock or other devices shall be kept in accurate working order for the duration of this Contract. Unaltered documentation, verifying hours worked, shall be submitted with each invoice in order to receive payment.

First Aid Kits
First Aid kits shall be provided for the attendants' use by the Contractor. At a minimum, the kits shall contain: 16 individually wrapped packaged adhesive bandages, two (2) rolls of adhesive tape, 3" x 3" gauze pads, 10 antiseptic wipes, burn cream, first aid cream, one (1) triangular bandage, aspirin or acetaminophen, scissors and tweezers. This kit shall be in an impact resistant case, and easily accessible to the attendants.

Contractor General Responsibilities and Requirements
The Contractor shall be responsible for the satisfactory, and complete, execution of the work in accordance with the intent of the specifications. The Contractor shall provide, without extra charge, all incidental items required as a part of the work even though not specified or indicated.

The Contractor shall coordinate his/her operations with other Contractors, MDOT operations and/or permitted activities. The Contractor shall not give keys to individuals other than his/her employees.

No Contractor's vehicle will be allowed on sidewalk and lawn areas. Parking area will be designated by MDOT.

No televisions, equipment that play DVD's or VCR's, full size refrigerators, beds/cots, couches or lazy boy type chairs and storage of more food items than will be eaten that day will not be allowed at the rest area.

A telephone service will be installed in the building at the Contractor's expense. Whenever possible, the phone number must be the same as the current phone number. Long distance service will also be required with this phone service in order to be able to contact MDOT Maintenance staff when necessary

Contractor's employees shall be able to understand and speak the English language.

Contractor to furnish:
- All transportation for their employees.
- All maintenance equipment necessary to carry out the requirements of this Contract.
- Adequate and proper training for all employees.

In emergencies affecting the safety of persons, the work or property at the site, or adjacent thereto, the Contractor, without instruction or authorization from the CCI, is obligated to act at his/her discretion, to prevent threatened damage, injury or loss. He/she shall contact the CCI immediately of any significant changes in the work or deviations from this Contract caused thereby.

Any requests for information by any news media organization (newspapers, TV stations, radio, etc.) shall immediately be directed to the CCI. The Contractor and/or his/her employees shall not speak on behalf of MDOT.

The Contractor shall have separate crews for mowing, parking lot snow removal, and janitorial services. Personnel assigned to janitorial duties shall not perform mowing and parking lot snow removal tasks.

The Contractor's responsibility is to not damage MDOT property and to use only such materials and treatments that will enhance the appearance of the Rest Area.

In addition to what is outlined in the General Conditions, the Contractor shall furnish: Maintenance equipment, gardening and watering equipment for maintaining landscape beds, and are responsible for the maintenance thereof.

All snow removal equipment necessary to maintain all sidewalks free from ice and snow including, but not limited to: a minimum four horse power (4 HP) 2-Stage Snow Blower; Snow Shovels; Ice Scrapers; and Adequate, proper training for all attendants.

All supplies, used by the public and materials necessary for cleaning, purchased must meet specifications outlined in the "Approved Material List".

Legal disposal of all refuse and associated costs are the Contractor's responsibility. Proof of proper disposal (receipts, bills) shall be provided upon CCI's request. No bagged refuse shall be stored on site unless contained in a dumpster. Onsite refuse storage shall be limited to one (1) 10 yard dumpster. Dumpster will be located as specified by the CCI.

Materials and Supplies:
The Contractor shall be required to submit a complete list, at the pre-maintenance meeting, of the name and product number, of all supplies to be used in fulfilling this Contract. MDOT reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item. A current Material Safety Data Sheet (MSDS) for each product must be kept in a notebook at the rest area at all times as required by OSHA's Hazard Communication Standard, 29 CFR 1910.1200

Flammable Liquids:
The maximum amount of gasoline allowed to be stored at a rest area is five (5) U.S. gallons. Gasoline must be stored in a Type I or Type II, galvanized steel, safety gas can. Fueling of equipment is not allowed in the Rest Area building. All fueling must take place outdoors. Storage of flammable and combustible liquids must meet the requirements of the Michigan Occupational Safety and Health Administration (MIOSHA), General Safety and Health Standard, Part 78 Flammable & Combustible Liquids, Paragraph (d). Storage of flammable material must conform to the requirements of both "office occupancies" and "Mercantile occupancies and other retail" as defined in General Safety and Health Standard, Part 78 Flammable & Combustible Liquids, Paragraph (d). The fuel container and snowblower can be kept in the rest area if the above regulations are followed.

No more than a two (2) week supply of any material shall be stored at each Rest Area at any time of the year. The De-icing Chemical may not be stored within the rest area prior to November 1 and any remaining quantities must be removed by May 1 each year.

Contractor shall supply MDOT with quantities of each material used at the end of each Contract year.

Report any vandalism, illegal dumping and any non-pickup to the CCI.

The Contractor shall provide the CCI with an up to date master list of all employees working at the Rest Area. The list shall include the supervisor's name and telephone numbers where they can be reached 24 hours a day.

MDOT General Responsibilities
MDOT is responsible for the general maintenance of their facilities and all other maintenance not specifically required of the Contractor under this Contract.

Maintenance performed by MDOT:

- Water conditioning equipment
- Building structures or shelters
- Trees and shrubs, placing and planting, trimming and removal
- Heating and plumbing systems, unless specified as the Contractor's minor maintenance
- Fences
- Lagoons, tile fields and septic tanks
- Electrical equipment
- Utility bills, except unauthorized phone calls made by Contractor's employees

Inspection for compliance:
Inspection may occur during any of the hours covered under thisContract. The CCI, or his/her representative, may inspect periodically on weekends.

Errors and Omissions
The Contractor shall not take advantage of any apparent error or omission in these specifications, and if any inconsistency, omission or conflict is discovered in the specifications, or if in any place the meaning of the specifications, is obscure, or uncertain, or in dispute, the DMB Buyer will decide as to the true intent.

Supervision, Employee Qualification and Training
Supervision: The Contractor shall designate a qualified supervisor or superintendent, in writing, as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present at the site on a daily basis to perform adequate supervision and coordination of the work. The Contractor shall be responsible for the quality and standards of workmanship completed under this Contract, including the work of the all subcontractors.

Qualifications of the Contractor's Employees: The Contractor shall provide employees in performing the services required herein. The inability by the Contractor to maintain a regular and consistent work force may result in default of this Contract.

The Contractor shall, at all times, be responsible for the **appearance, conduct and discipline** of his/her employees and/or any Subcontractor, or persons, employed by Subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any foreman or worker employed by the Contractor or Subcontractor, who, in the opinion of the CCI, does not perform his/her work in a skilled manner, appears to be incompetent, or acts in a disorderly or intemperate manner, may be removed immediately at the written request of the CCI. Failure by the Contractor to respond appropriately to complaints regarding appearance, conduct, and discipline of his/her employees will be considered a non-acceptable maintenance condition and default procedures may be initiated accordingly.

Payment
The Contractor shall present a monthly invoice to the MDOT address identified herein for services rendered. The billing shall be at the Contracted price as outlined in this Contract. The billing shall contain, if applicable, adjustments for approved additions, deletions, or changes in services and unaltered documentation, verifying hours worked, shall be submitted with each invoice in order to receive payment. MDOT will pay the billed amount monthly. MDOT shall remit net 30 days upon receipt of invoice.

Service Review
MDOT may request an audit of the services provided under the terms of this Contract. The audit will be a joint activity of the Using Agency and DMB.

An unsatisfactory audit may result in cancellation of this Contract under 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 this Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the Using Agency and the Contractor(s).

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

Right to Know Act (ACT 80 of 1986)
The "Right to Know Act" is intended to provide protection and information to employees who encounter hazardous substances at the workplace. To comply with this act, it is necessary that the Contractor provide required training to their employees and fulfill the following:

<u>Labels</u>
Labels on all incoming containers of hazardous chemicals must (1) clearly state the identity of the contents, (2) display appropriate hazard warning(s), (3) include first aid information, and (4) list the name and address of the chemical manufacturer, importer or other responsible party.

<u>Responsibility of Service Contractor</u>
A service Contractor must comply with the requirements of Act 80 of 1986 with respect to the labeling of hazardous chemicals and the provision of Material Safety Data Sheets before such materials are introduced into the workplaces of a contracted service agency. Otherwise, such materials will not be allowed on the premises.

Material Safety Data Sheets (MSDS)
Material Safety Data Sheets related to hazardous chemicals, must be presented to the appropriate state building supervisors' prior to the introduction of such substances into buildings that house agencies of the State of Michigan. It is recommended that the format of OSHA Form 174, dated September 1985, be used as a standard for MSDS.

Orientation and Training (Rest Area Only)
All Contractor supervisor personnel may be required to attend an initial one-day workshop on rest room cleaning and sanitation as provided by MDOT upon award of this Contract.

The Contractor is responsible for training all other attendants and replacements prior to, or as part of, their initial work assignment.

At the discretion of MDOT, rest area attendants and/or supervisors shall attend an annual one-day janitorial refresher course provided by MDOT. The Contractor is responsible for certifying attendant's training in writing to the CCI within 10 days after a refresher course.

If travel is involved, trainee's food, lodging and travel expenses will be the responsibility of the Contractor.

Temporary Facility Closing
It is not the intent of MDOT to close a rest area for other than emergency and/or reconstruction reasons unless specifically noted in this Contract. If necessary, and upon approval of the CCI, the Contractor may be instructed to temporarily close the rest area for adverse weather conditions, mechanical failure or other emergency situations. If instructed to close the Rest Area, the Contractor will lock the doors and place the temporary "Building Closed" sign(s) in the lobby window(s), clearly visible to the public. If the facility is closed, this Contract shall be suspended until the facility is reopened. The Contractor shall be paid for all full days or partial days worked.

Use of Herbicides
The use of herbicides by the Contractor is **NOT** allowed on this Contract.

Payment
Payment for all labor, equipment, and materials required to satisfactorily complete the work described herein shall be incidental to this Contract unit price REST AREA/PARK JANITORIAL.

Rest Area Building Janitorial Specifications
This specification is for the routine maintenance of the Rest Area building(s).

Contractor Responsibilities and Requirements
The Contractor is expected to perform the following minor maintenance:

- Replace burned out light bulbs in all light fixtures. When fluorescent bulbs are replaced, ALL bulbs in the same fixture shall be replaced. The correct method for changing light bulbs will be demonstrated by the CCI or their representative. Metal halide and fluorescent bulbs are not to be thrown in the dumpster, but should be stored safely on site. Notify the CCI for removal of used bulbs.
- Tighten loose screws in partition doors, door closures, etc.
- Plunge plugged toilets and urinals, or rod if necessary.
- Clean and maintain flush valves on toilets and urinals as directed by the CCI. MDOT personnel will provide training for this maintenance procedure.

If minor maintenance does not fix the problem, turn off water supply to fixtures, electric supply to dryers, lights or heaters, place temporary "out of order" sign on stall and notify the CCI immediately. The CCI may give further instructions for temporary closing part or all of the rest area. Any rest area damage that requires more than minor maintenance, the Contractor shall notify the CCI.

The Contractor must not tamper with, or adjust controls regulating water treatment equipment, or HVAC equipment. Temperatures in the Rest Area will be maintained at 68 degrees Fahrenheit.

Identification badges provided by MDOT shall be worn by all employees, at all times, when working within Rest Area buildings and grounds.

MDOT Responsibilities
Contractor will be furnished with:

- Keys to the buildings, which must be returned to the CCI when this Contract is completed. MDOT will withhold final payment until all keys are returned. If not returned, MDOT will change all locks and deduct the cost thereof from the Contractor's final payment. If the Contractor needs to change the keys/locks, for any reason, during this Contract, prior approval must first be obtained from MDOT.
- Applicable MDOT forms for reporting purposes:
  o Water Use and Phosphate/Chlorination Operation Report
  o Rest Area Incident Report
  o Rest Area Condition Report
  o Coffee Break Forms
- Identification badges
- Phone numbers of MDOT contact personnel.

Major repairs:

- Major building repairs and replacement of fixtures will be done by MDOT as required, unless specified as the Contractor's responsibility.
- Contractor must contact the CCI immediately for necessary repairs and replacements, or of any warning lights in the maintenance room or outside on rest area grounds.

Deductions
The Contractor shall have a person in said Rest Area(s) at all hours scheduled. Person shall be actively working except for scheduled breaks. If the Contractor fails to have a person in each Rest Area on the hours scheduled in the WORK SCHEDULE, it will result in a deduction of $100 for each occurrence.

Failure of Contractor to complete all report forms as required and submit within 30 days after the end of each month will result in a deduction of $100 for each occurrence.

Contractor shall have an adequate amount of all supplies on hand at each rest area at all times. If it is determined that the rest area does not have required supplies on hand it will result in a deduction of $100 for each occurrence.

<u>Procedures for implementing the above:</u>

- The first time one of the above incidents occurs, the CCI will call for a meeting with the Contractor and review the condition and $100 will be deducted from the next invoice, if appropriate.
- Should a second incident occur, a second meeting will be held, followed by a letter of warning and $100 will be deducted from the next invoice, if appropriate.
- Should a third incident occur, <u>a written notice of termination may be sent to the Contractor.</u>

In the event of such termination, MDOT may deem appropriate to perform services similar to those so terminated. The Contractor shall be liable for the additional costs for such services. The Contractor shall not be liable for costs to continue to maintain the Rest Area if the failure to perform this Contract arises out of any cause beyond his/her control and without his/her fault or negligence.

Work Schedule
Required hours of coverage are as listed for each facility. THE CONTRACTOR SHALL HAVE AN EMPLOYEE WORKING AT THE REST AREA DURING THE REGULAR HOURS AND HOLIDAY HOURS AS SPECIFIED.

There are three (3) holiday periods that require additional hours of coverage, and additional staffing with both male and female attendants. These holidays are Memorial Day, Independence Day and Labor Day. The additional hours of coverage that are required for these holiday periods are outlined herein. No additional compensation will be provided. Coverage costs for these periods are to be included in this Contract bid unit price.

Attendant(s) must be on site and working during all hours of coverage.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

A. Restrooms - Daily

1. Primary cleaning, specified in the following, shall be completed between the hours of **7:00 A.M. to 8:00 A.M (Snow and ice removal shall be the first priority after replenishing supplies)**.

   a. Close off washroom and place closed sign in front of door while cleaning, if necessary. Restroom shall be closed a maximum of 20 minutes in rest areas which only have one men's and women's bathrooms. All restrooms shall remain open except for cleaning.
   b. Perform cleaning survey of all areas - note problems with lights, faucet leaks, flush valves, floor tiles, drains, etc. Fill out condition report.
   c. Replenish supplies (toilet tissue, hand soap, etc.). Do not dilute hand soap with water.
   d. Clean and disinfect door, door pulls, window, kick plates, etc.
   e. Sanitary napkin receptacle - remove bag, disinfect container and install new bag.
   f. Disinfect outside of toilets, top and bottom of seats, and flush valves. **Do not use acid bowl cleaner.**
   g. Punch water out of toilet traps.
   h. Apply acid bowl cleaner to johnny mop and clean inside of toilet bowl. Pay special attention to under the rim of the bowl.
   i. Disinfect outside of urinals and flush valves. **Do not use acid bowl cleaner.**
   j. Apply acid bowl cleaner to johnny mop and clean inside of urinal bowl. **Do not use on waterless Urinals**
   k. Apply properly diluted cleaner to waterless urinal by misting onto the urinal surface and wiping away with a rag or sponge. Never apply cleaner directly to cartridge. Do not pour water or other liquid into the urinals.
   l. Clean mirrors.
   m. Clean and disinfect sinks, countertops, fixtures and front of vanity.
   n. Wipe disinfectant from toilets, seats, flush valves and urinals.
   o. Spot clean walls, ceilings and partitions - remove graffiti.
   p. Pick up trash and sweep floor.
   q. Empty rest room garbage cans.
   r. Mop floors using liquid detergent disinfectant.
   s. Report needed repairs to MDOT contact person.
   t. A 14-day supply of supplies shall be on hand in the storage room at all times. Do not store additional supplies in storage room beyond the 14-day supply needs.

2. Spot clean and check condition of supplies throughout the day. Repeat any primary cleaning specifications necessary. Spot cleaning shall be completed every two hours from 7:00 AM until the end of the scheduled daily coverage.

   a. Clean and sanitize all china fixtures.
   b. Refill toilet tissue dispensers.
   c. Wash walls around sinks and hand dryers.
   d. Sweep floors and spot mop as needed.
   e. Remove writing from walls and stall partitions.
   f. Check grounds and walks and spot clean as needed.

B. Restrooms - Weekly

1. Disinfect and clean entire walls and partitions.
2. Remove and clean plastic light fixture covers with soap and water.
3. Clean window screens as needed.

C. Restrooms - Monthly

1. Scrub tile floors using 175 r.p.m. rotary floor machine, 15" dia. brush spread with 15", dia. "ZIM-GRIT" - Green ZZ scrubber pad or approved alternate.

Procedure:
a. Close restroom - sign properly displayed.
b. Sweep area thoroughly; remove gum or sticky substances with putty knife.
c. Fill bucket with carefully measured 20-36% E.P.A. registered phosphoric acid - base solution.
d. Place wet floor signs in area.
e. Liberally apply cleaning solution to floor with wet-mop.
f. Allow solution to dwell five minutes.
g. Scrub floor with 175 r.p.m. rotary floor machine with zim-grit scrub pad or approved alternate.
h. Scrub corner and area machine will not reach with manual swivel scrub brush.
i. Pickup scrubbing solution with wet mop.
j. Empty bucket - refill with clean rinse water.
k. Rinse floor and corners thoroughly - change water often.
l. Pickup rinse water with dry mop.
m. Dry-mop, allow to dry, remove wet floor signs.

2. Wash restroom walls, partitions, toilets and urinals with portable pump-up sprayer.

Procedure:
a. Close restroom.
b. Remove all paper products.
c. Trip the circuit to hand dryers, and electrical outlets.
d. Cover all hand dryers, and electrical outlets with plastic duct tape.
e. Wear gloves and eye protection.
f. Prepare detergent-disinfectant solution according to manufacturers directions.
g. Apply cleaning solution to walls and partitions. **(DO NOT SPRAY CEILING)**.
h. Wash toilets, urinals, flush valves.
i. Allow solution to dwell 10 minutes.
j. Rinse thoroughly with clean, warm water.
k. Wipe down walls, toilets, and urinals with clean cloth.
l. Dry mop floor.

3. Clean drains with approved disinfectant.
4. Completely clean ceiling vent covers.
5. Turn off ceiling heaters and clean.

D. Lobby and Entrance Ways - Daily

1. Empty trash receptacles, clean and disinfect inside and outside all waste receptacles presenting a soiled or odorous condition.
2. Replace receptacle liners when torn or soiled.
3. Sweep and mop lobby and entrance floor with detergent disinfectant - proper signing necessary.
4. Clean ash receptacles - remove cigarette butts from containers.
5. Clean and disinfect drinking fountains.
6. Pick up litter, papers, etc.
7. Wash plastic map cases with mild soap and water (inside and outside surfaces) - do not use harsh chemicals or abrasive materials on plastic display windows, including map and display cases mounted on the outside of the building.
8. Wash windows/doors that are accessible to public.
9. Spot clean ceilings.

E. Lobby and Entrance Ways - Monthly

1. Wash all windows including upper level truss windows with squeegee (where applicable).
2. Clean ceiling and beams/trusses.
3. Turn off ceiling heaters and clean.

F. Entrance Ways and Sidewalks - Monthly (April - October)

Powerwash entrance ways and sidewalk from building entrance to parking lot. Remove gum by spraying with an aerosol gum remover.

G. Storage Areas - Daily

1. Pick up litter; keep storage area neat and tidy.
2. Record water use and phosphate/chlorination operation report, rest area incident report, rest area condition report and coffee break forms.
3. Dispose of used, empty cleaning bottles.
4. Visual inspection of all equipment (water heaters, pipes, furnace, etc.) for possible leaks.

H. Storage Areas - Weekly
Sweep, mop floor and wipe equipment.

I. Storage Areas - Monthly
Clean drains with approved disinfectant cleaner.

NOTE: A personal eye wash bottle must be readily available at all times when using cleaning products

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

Approved Materials – Refer to MDOT Approved Materials List in this Contract.

General Grounds / Lawn Care and Flower Bed Specifications
This specification is for Rest Area general grounds/lawn care maintenance, flower bed preparation, planting and includes, but is not limited to, lawn mowing and trimming, edging and removal of clippings and other lawn debris.

Mowing Season
For the purpose of this specification, the regular mowing season is defined as starting the 1st of May and ending in mid October - approximately 26 lawn maintenance cycles. Any mowing cycles before May 1 or after October 31 will require PRIOR WRITTEN APPROVAL from the CCI.

Pre-Mowing Meeting
Prior to the beginning of each mowing season, the Contractor and the CCI may review the grounds to identify any existing damages to landscape items.

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

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

The Contractor, as herein specified, shall make all turf damage repairs. Seed shall meet purity and germination requirements as specified by the CCI, and shall be a mixture of 30% perennial ryegrass, 45% Kentucky bluegrass and 25% fine fescue. Only friable topsoil shall be used to fill any depressions, ruts, etc., prior to seeding. Seeding will only be allowed from April 15 through May 31, and August 15 through September 30, unless otherwise directed by the CCI. All other property damage will be assessed for actual replacement costs including labor, materials, and equipment.

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

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

Landscaping, weed spray, fertilization, or other work performed by MDOT, Contract agencies or other Contractors may occur during the life of this Contract, therefore, the Contractor shall coordinate operations with other activities as directed by the CCI.

Equipment
The Contractor shall furnish all equipment and necessary supplies to do the work, including, but not limited to: gas powered mowers, gas powered edging machines, gas powered string trimmers, gas powered portable blowers, brooms, leaf rakes and other hand tools as needed.

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

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

The Contractor's equipment WILL NOT be stored on MDOT property for any reason. If poor weather forces delays and the Contractor does not finish a lawn maintenance cycle in one (1) working day, the equipment shall be removed from MDOT property until such time as the weather permits completing the cycle.

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

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 24 "Lawn Maintenance Cycles" per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required. However, the CCI, or their representative, prior to mowing, shall approve any additional mowing cycles beyond once a week mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at this Contract unit price.

A lawn maintenance cycle shall not be done on Saturdays, Sundays, or holidays unless approved in advance by the CCI or their representative.

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

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

Mowing
Grass shall be mowed when it reaches an average height of five (5) inches, to an average height of three (3) inches. At no time shall more than 50% of the grass blade length be cut in one (1) cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.

GRASS SHALL NOT BE MOWED WHEN WET. Grass shall not be mowed during drought conditions, when grass is not growing, unless directed and approved by the CCI.

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

The Contractor is responsible for keeping shredded bark material confined to the original mulched areas.

Limbs and debris shall be removed from the mowing area. Debris shall include any litter in the mowing area. Debris must be removed prior to mowing.

Grass Trimming
Trim grass around all fixed objects and trees at every mowing. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the CCI.

Edging
Edge along all walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than one (1) inch from edge of sidewalk/curb to lawn surface. All edging debris shall be removed from the site. Edger shall be used, string trimmer are not to be used for edging.

Mulching
Contractor is to furnish and place shredded bark mulch, prior to start of the yearly mowing activities according to the following specifications:

The mulch shall be clean, shredded, void of sticks, needles, insects, or any extraneous materials. The CCI shall approve the Contractor's source for mulch at the point of purchase.

Upon notification from the CCI, the Contractor shall place shredded bark mulch around all individual landscape plants and bedded shrub areas within the Rest Area site.

Mulch shall be placed to a minimum uniform four (4) inch depth covering the entire mulched area. The diameter of the mulch ring for individual plants shall be:

- 12 inch diameter plants and less - three (3) foot ring
- 12 - 24 inch diameter plants - four (4) foot ring
- 24 inch diameter or larger – (5) five foot ring

Individual evergreen plants shall be mulched to a diameter one (1) foot greater than the spread of lower branches at ground level. Evergreens with lower branches removed, and with grass growing up to the trunk shall be mulched as per above individual plant specifications. In no case shall lower branches be covered with mulch.

Mulch shall not be placed against the tree trunk so as to cause insect damage to the trunk. Mulch shall be replenished each spring, and as required, to maintain the specified depth, or as directed by the CCI. The Contractor is responsible for keeping shredded bark material confined to the original mulched area.

Lawn Aeration
Aeration of the turf near the rest area building and in the picnic areas shall be done once per year immediately proceeding the closest scheduled mowing cycle during the week following Labor Day. The aeration shall be done with a core aerator that has the capability of penetrating to a depth of three (3) inches. The aeration shall be done in two (2) passes perpendicular to each other over the entire aeration area. The aeration shall produce a minimum of 24, two (2) inch cores per square foot. **This work shall be paid for as a separate bid item.**

Spring and Fall Clean Up
Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash, and other debris from the lawn and dispose of at his/her own expense. This work shall be paid for as a separate bid.

Herbicides
The use of herbicides by the Contractor for any work task included in this Contract is strictly prohibited.

Payment
The completed work will be paid for at this Contract unit price for each item and paid in full for all labor, equipment, and materials required to satisfactorily complete the work as described herein. Invoice shall show the date mowing was performed.

THE FOLLOWING LIST OF DUTIES SHALL ALSO BE POSTED IN THE MAINTENANCE ROOM

Work Schedule (items to be performed at a minimum):

A. Grounds - Daily

1. Pick up paper, cigarette butts, and litter, including animal droppings.
2. Clean picnic tables, stoves, and park benches.
3. Water and maintain flowerbeds, or as needed, as described below.
4. Empty trash containers and replace liners. Disinfect barrels if soiled.
5. Clean sidewalks as needed for snow and ice removal. Apply deicer chemicals **after snow removal is complete.** All walks must be kept free of snow and ice the full width at all times. Contractor is responsible for removing any snow left between the parking area (curbside) and the sidewalk. All curb cuts must be kept clear of snow and ice. This will be done as often as needed.
6. Sweep sidewalks when snow is not present. Sweep excess salt from sidewalk after it is clear and dry.
7. Patrol parking lots for debris and dispose of properly. Sweep curb.
8. Clean cigarette snuffers.
9. Wash plastic map and display cases located on the plaza with mild soap and water (inside and outside), do not use harsh chemicals or abrasive materials on plastic windows.

B. Grounds - Weekly

1. Water any new landscape plantings as requested by CCI.
2. Maintain and weed landscaped beds, flowerbeds and wood chipped areas. All described areas to be kept neat and weed free. Keep sidewalks clean and weed free. Weeds must be hand pulled.

Annual Flowers (If Applicable)

A. Annual Flower Bed Preparation

1. See landscape sheet for flowerbed locations.
2. Before working beds, check the soil to determine if it has dried sufficiently. If moisture drips out when you squeeze a handful of soil or the soil ball holds together tightly and will not break apart easily when struck with your hand, then the bed is too wet to work.
3. Pull all weeds before preparing soil.
4. Add growers mix as specified on the rest area flower planting sheets.
5. Spade or roto-till to a depth of six to nine inches to incorporate the growers mix. Be sure the products are mixed thoroughly with existing soils.
6. After soil and growers mix have been blended, rake area clean of any large stones or roots.
7. Flowerbeds:
   a. Where the flowerbed is adjacent to turf, mound the soil in the center of the bed to two (2) to four (4) inches above existing soil level then taper the soil to the edge of the bed.
   b. When bed has concrete bordering it, keep soil one inch down and two to three inches in back of concrete. This will help to stop the soil from washing out of the bed when it rains or is watered.
   c. When plants are to be grown in a raised planter/bed, mounding of soils as specified in 7a and 7b is not required.

B. Procedures For Planting Annual Flowers

1. Contractor will furnish flower species as specified on flower planting sheet. Species may change annually. Total square footage of flowerbeds shall remain the same. MDOT will furnish flower planting sheets to the Contractor by February 15th each year of the Contract. It is the Contractor's responsibility to determine a safe planting date based on the geographical location of the rest area and historical weather conditions. Any dead plants shall be replaced by the Contractor at no expense to MDOT.
2. Just prior to planting, add quantity of fertilizer as specified for flowerbeds (see rest area flower planting sheet). Rake and blend fertilizer into the top two inches of soil.
3. Space plants according to the spacing chart.
4. Dig hole slightly larger than the root ball, set the plants at the same level at which they were growing in the container. Carefully place firm soil around the roots.

5. Once flowers are planted, they need to be watered thoroughly before leaving the area. Water to a depth of six inches to establish a good root system.

C. Spacing Of Plants

1. Space the plant type(s) according to the following table:

Alyssum	nine (9) inches on center
Basil	12 inches on center
Begonia	seven (7) inches on center
Brachycome	eight (8) inches on center
Coleus	eight (8) inches on center
Cosmos	10 inches on center
Dahlberg Daisy	six (6) inches on center
Dianthus	seven (7) inches on center
Dusty Miller	eight (8) inches on center
Flowering Cabbage/Kale	12 inches on center
Geraniums	12 inches on center
Impatiens	nine (9)inches on center
Lobelia	eight (8) inches on center
Marigold (French)	eight (8) inches on center
Marigold (American)	10 inches on center
Pansies	six (6) inches on center
Petunias	10 inches on center
Rudbeckia	10 inches on center
Salvia	seven (7) inches on center
Snapdragon	eight (8) inches on center
Verbena	seven (7) inches on center
Vinca	seven (7) inches on center

D. Procedures For Maintaining Annual Flowers

1. Watering
   a. Do not allow soil to dry out.
   b. Water in the morning.
   c. Water thoroughly, with water hose, allowing the water to penetrate down to a depth of four to six (6) inches to encourage deep root growth. Probe the soil to determine when the water has reached these depths.

2. Weeding
   a. Remove weeds daily.
   b. Remove weeds carefully either by pulling or lightly scratching the surface with a hoe in order to cut weeds off just below the soil level.

3. Removing Faded Flowers
   This is known as "deadheading" and is necessary to keep the plants attractive, from going to seed and to prevent diseases (because of deadheading, the plants will produce more flowers and be tidier). See items 4A, B, C to determine the frequency and maintenance procedure required for each variety.

4. Deadheading According To Variety
   All the plant material we will be growing at the Rest Area(s) is/are listed below. The plant varieties are broken down into three (3) maintenance levels. Each level explains how to maintain the particular variety throughout the entire season.

   a. <u>Low Maintenance</u> - Faded flowers fall cleanly from the plant and do not need removing.

      Alyssum
      Basil
      Begonias
      Coleus

Dahlberg daisy
Dusty Miller
Flowering cabbage and kale
Impatiens
Vinca

b. Semi-Low Maintenance - Shear back once in mid July. Shearing back is another form of deadheading. This is done only with this particular plant material (see attached list). Only enough growth is sheared to remove the flower heads. **No more than 33% - 50% of the plants top growth should be removed.**

Lobelia
Petunia

c. Medium Maintenance - Plants that need deadheading at least twice a week or as blossoms die. Pinch off faded flowers with your fingers just below the flower head, or pinch off complete stems depending on the particular plant. Be sure to remove the seedpod also.

Brachycome (Swan River Daisy)
Cosmos
Dianthus
Geraniums
Marigold
Pansies
Rudbeckia
Salvia
Snapdragon
Strawflower
Verbena

5. Fall Plant Removal (as approved by MDOT)
After frost has blackened the tops of the annuals, remove plants, roots and all, from the beds and rake smooth.

NOTE: The Contractor is responsible for providing the flowers, peat mix and fertilizer, as specified by MDOT, for the Contract Period growing seasons.

Equipment Requirements

Type of Equipment
The Contractor shall be required to use equipment 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.

Rejection for Lack of Proper Equipment
Contractor, who in the opinion of MDOT does not have proper and/or sufficient equipment and personnel to do the work within the specifications of this Contract, may have this Contract cancelled and the next best-valued bidder will be allowed to demonstrate the ability to perform the work.

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 CCI, 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, and he/she shall be responsible for and repair, 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 this 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 CCI. Damage shall be reported to the CCI immediately. All landscape plant material damaged by the Contractor shall be replaced in kind according to Sections 815 and 917 of the 2003 MDOT 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 repairs are made by the Department, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

Deletion of Work
MDOT may delete all or any portion of this Contract, as noted herein. If this Contract is terminated, or portion thereof deleted, payment will be made for all satisfactorily completed work at this Contract unit price.

General Conditions

Work Approval
The Contractor shall consult the CCI 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.

Default
In addition to the cancellation provisions contained in Section 2, this Contract may be terminated due to default, as noted in Section 1.051 Criteria.

Noncompliance includes, but is not limited to: Failure of the Contractor to meet the requirements / specifications of this Contract without prior approval of the CCI.

MDOT reserves the right to bill the Contractor for any damages due to the default of the Contractor.

Subcontracting
Subcontracting will be allowed, as specified herein.

Method of Payment
The Contractor shall furnish an invoice in duplicate, for services rendered for each month for labor and equipment.