



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
to
Contract Number **071B3200038**

CONTRACTOR	TDE GROUP USA INC.
	24620 West 9 Mile Road
	Southfield, MI 48034
	Eduardo Conte
	519-980-0853
	econte@tdegrou.com
	*****0604

STATE	Program Manager	Azmoudeh Ahmed	MDOT
		248-451-2465	
	azmoudeha@michigan.gov		
	Contract Administrator	Steve Rigg	DTMB
(517) 284-7043			
riggs@michigan.gov			

CONTRACT SUMMARY				
DESCRIPTION: WINTER MAINTENANCE SERVICES FOR THE CITY OF PONTIAC & OAKLAND COUNTY				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
November 21, 2012	November 20, 2015	2 - 1 Year	November 20, 2016	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45 Days		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>	N/A	November 20, 2017
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,656,000.00		\$414,000.00	\$2,070,000.00	
DESCRIPTION: Effect October 25, 2016, this contract is exercising the second option year and is increased by \$414,000.00. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on October 25, 2016.				

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1
 to
CONTRACT NO. 071B3200038
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Tde Group Usa Inc. 24620 West 9 Mile Road Southfield MI, 48034	Eduardo Conte	econte@tdegrou.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	519-980-0853	*****0604

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	MDOT	Ahmed Azmoudeh	248-451-2465	azmoudeha@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Steve Rigg	(517) 284-7043	riggs@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Winter Maintenance Services For The City Of Pontiac & Oakland County			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
November 21, 2012	November 20, 2015	2 - 1 Year	November 20, 2015
PAYMENT TERMS		DELIVERY TIMEFRAME	
45 Days		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 year	<input type="checkbox"/>		November 20, 2016
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,242,000.00		\$ 414,000.00	\$1,656,000.00	

DESCRIPTION: Effect November 17, 2015, this contract is exercising the first option year and is increased by \$414,000.00. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Procurement approval, and State Administrative Board approval on November 17, 2015.

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

CONTRACT NO. 071B3200038
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
TDE Group USA Inc. 24620 West 9 Mile Road Southfield, MI 48034	Eduardo Conte	econte@tdegrou.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(519) 980-0853	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Ahmad Azmoudeh	(248) 451-2465	azmoudeha@michigan.gov
BUYER:	DTMB	Kristen Robel	(517) 373-7396	robek@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Winter Maintenance Services for the City of Pontiac and Oakland County			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	11/21/2012	11/20/2015	2 One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$1,242,000.00

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

CONTRACT NO. 071B3200038
 between
THE STATE OF MICHIGAN
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
TDE Group USA Inc. 24620 West 9 Mile Road Southfield, MI 48034	Eduardo Conte	econte@tdegrou.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
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CONTRACT SUMMARY:			
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Winter Maintenance Services for the City of Pontiac and Oakland County			
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3 Years	11/21/2012	11/20/2015	2 One-Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
45 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$1,242,000.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I2200219B. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

Notice of Contract #: 071B3200038

FOR THE CONTRACTOR:

TDE Group USA Inc.

Firm Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

**Rebecca Cook / Acting Commodities Division
Director**

Name/Title

DTMB Procurement

Enter Name of Agency

Date



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DEFINITIONS

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 within the scope of this Contract, but not specifically provided under any Statement of Work.

Audit Period means the seven year period following Contractor's provision of any work under this Contract.

Bidder(s) are those companies that submit a proposal in response to the RFP.

Bare Pavement is when 95% of the driving surface (edge of the curb/shoulder to edge of the curb/shoulder) is free of snow, slush and/or ice

Business Day means any day other than a Saturday, Sunday or State-recognized legal holiday 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 Plan Sponsors' computer system.

CCI means Contract Compliance Inspector.

Circuit Time for Plowing means the total time required to fully service a designated plow Route calculated from the time the plow vehicle leaves the yard to the time it has completed the plowing operation on the entire plow Route.

Circuit Time for Salting means the total time required to fully service a designated salt Route calculated from the time the spreader vehicle leaves the yard to the time it completes the Route.

Days means calendar days unless otherwise specified.

Deleted – N/A means that section is not applicable or included in the RFP. This is used as a placeholder to maintain consistent numbering.

Deliverable means physical goods and/or services required or identified in a Statement of Work.

DTMB means the Michigan Department of Technology Management and Budget.

Echelon Plowing means the practice of staggering snowplows across all lanes of a roadway in order to plow two lanes of roadway simultaneously. Echelon plowing passes a ridge of snow from the lead plow on the left side to the following plows on the right side and is capable of clearing all lanes of the highway at once. Echelon Plowing will be used when there is 3" of snow or more.

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.

End of Winter Event – means the time when snow or freezing rain stops falling and accumulating on any portion of a Route, when drifting ceases to cause accumulation on the road surface of the road or when frost is no longer creating a slippery condition.

Ground Frost – means a slippery condition on the pavement resulting from the accumulation of frost or ice from water vapour in the air.

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 any function performed for the benefit of a Plan Sponsor.



Isolated Slippery Conditions – means a slippery condition on the roadway that is isolated in nature, such as icing of bridges, shaded areas, hills, curves, due to the de-icing salt losing its effectiveness at low temperature and/or blowing wind causes accumulation of new snow/ice on the isolated pavement areas

Key Personnel means any personnel identified in **Section 1.031** as Key Personnel.

MDOT means Michigan Department of Transportation

Outcome Targets means detailed list of expected outcomes/strategies and timeline for attaining the goal of each task,

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.

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.

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.

Route means the documented configuration and path(s) traversed by a Winter Vehicle.

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

SLA means Service Level Agreement.

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.

Spreader means a vehicle capable of spreading salt and sand.



Start of a Winter Event means the time when snow or freezing rain starts falling on any portion of a Route where accumulation begins, or when drifting snow begins to accumulate on the driving surface of the road, or when frost creates a slippery condition.

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

Tow or Trailer Plow means a snow plow blade mounted on a ballasted trailer that is towed behind a conventional plow or combination plow/spreader truck. Controls in the towing vehicle deploy the tow plow into an adjacent lane, permitting two lanes to be plowed by a single tow vehicle

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.

Weather Information means using all available tools to identify the start of a Winter Event including but not limited to Internet and television weather forecasts such as The Weather Channel, contact with adjacent patrol yards (an annual coordination of a winter operation workshop put on by the State), Central Dispatch, Road Weather Information System (RWIS), field observation through road patrol, local school closings or delays, etc.

Winter Event means any type of event or occurrence causing slippery road conditions including snow, freezing rain, sleet, ice, drifting snow and frost.

Winter Season means the period with freezing temperatures, ice and snow, generally October through April.

Winter Vehicle means a snowplow, Spreader and/or a combination unit.

Winter Equipment refers to any equipment needed to perform the services of this Contract included but not limited to snowplow trucks, spreader, frontend loader, grader, GPS system and mobile weather sensor for use during winter maintenance operations.

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

1.11 Project Request

This Contract is for winter maintenance services for the Michigan Department of Transportation (MDOT), Metro Region/Oakland Transportation Service Center (TSC) on State trunklines within the City of Pontiac and Carpool Lots in Oakland County.

Subcontracting is not allowed.

1.12 Background – Deleted – Not Applicable

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 winter maintenance services. The required objective is to maintain the roadways and carpool lots (see Attachment D) in a manner that maintains bare pavement which is salted and plowed for motoring public at all times during a Winter Event.

1.022 Work and Deliverable

The Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Contractor shall provide all winter maintenance services and related items and services necessary for, or incidental, to the performance of work in accordance with this Contract, including, but not limited to:

1. All personnel;
2. Equipment;
3. Tools;
4. Supplies;
5. Materials;
6. Training; and
7. Supervision of Staff.

The Contractor shall provide services at the individual locations described on Attachment D. The Contractor must have equipment and staff to adequately perform the specified services.

DESCRIPTION OF WORK

A. WINTER MAINTENANCE FOR STATE TRUNK LINES

1. GENERAL

All conditions that are considered, or causing, a hazard shall be addressed immediately by the Contractor upon detection or when made aware utilizing Weather Information or contact by the Contract Compliance inspector (CCI).

The Contractor is responsible to use all available resources to assess weather conditions and make decisions and direct actions that maintain the highways and lots as safe as possible during and after Winter Events.

2. WINTER SEASON MAINTENANCE

The Contractor is required to patrol, perform physical evaluation and document the condition of the roadway during the Winter Season and Winter Events on all State trunkline networks within the City of Pontiac by field observation and by using a web based mobile weather sensor. The condition patrol shall provide road condition (dry, moist, wet, snow, ice), surface temperature, grip (slipperiness), dew point temperature, air temperature, humidity and layer thickness. The Contractor shall use the Vaisala Condition Patrol DSP310 and/or equivalent web based mobile sensor approved by CCI.



The Contractor will patrol with the following frequency:

- No indication of a Winter Event with ambient temperatures above 32 degrees and rising: Once per week
- No indication of a Winter Event with ambient temperatures 32 degrees and below: Once per day
- At the start and during a Winter Event: Patrol once per hour
- After a Winter Event: Once per day

The Contractor must begin winter maintenance as soon as the grip value obtained from the mobile weather sensor is less than 0.60 and continue the de-icing and snow removal operations until the wet pavement surface with the grip value of 0.60 or greater is achieved.

The cost of the weather sensors as well as any associated expenses with maintenance and web access are included in this Contract. The Contractor shall provide full web access to the CCI for monitoring road conditions and obtaining data.

The following dates identify the median for the first and last snowfall of 1 inch or more.

DATE: October 15 to April 15

These dates have been established from compiling data from years of past experience and monitoring weather patterns.

Long-term forecasts shall be monitored to aide in deciding when equipment should be readied for unusually early and late storms including those outside the October 15 to April 15. Previous local history could also be obtained from the National Weather Service or other weather service providers to determine the beginning, ending and frequency of inclement weather conditions which require winter maintenance services.

3. CONTINUOUS OPERATION REQUIREMENT:

The Contractor shall provide a continuous operation during a winter event once work has commenced, with the exception of interruptions authorized by the CCI or designee. Performing maintenance or repairs to the Contractor's equipment or re-fueling equipment shall not cause interruptions. If this results in impacting the performance requirements and outcome targets, a Vendor Performance Form may be issued. Reoccurring and/or multiple Vendor Performance Forms may ultimately result in the cancellation of this Contract.

4. CRASH REPORTING:

Any crash shall be reported immediately by telephone to the CCI at 248-431-4749 and SEMTOC at 313-965-0777. In addition, the Contractor must promptly report, in writing, within 48 hours to CCI, all crashes arising out of or in connection with the performance of the work, whether on or adjacent to the site, which cause death, personal injury, or property damage, giving full details and statements of witnesses.

5. WINTER EQUIPMENT:

All spreaders shall be equipped with an electronic control material spreading device. All liquid and granular spreaders shall be calibrated according to the manufacturer's recommendations on an annual basis. Each chemical spreader shall be equipped with appropriate flashing lights. The Contractor shall calibrate all spreaders to the manufacturer's recommendations prior to use on State trunk lines. The Contractor shall contact CCI to verify that all equipment has been calibrated correctly and provide a calibration sheet prior to start of each Winter Season.

The Contractor shall have a minimum of five (5) tandem axle dump trucks available for snow removal and de-icing operations for the State trunklines within the City of Pontiac whenever there is an anticipated snow accumulation of 2-4 inches or less. If more than 4 inches total accumulation and/or 1 inch of snow and ice per hour are anticipated, two additional single/tandem axle dump trucks shall be provided to keep up with additional plowing and perform echelon plowing.



Each truck shall be equipped with a pre-wetting system. The salt must be sprayed with pumps, pump controls, nozzles, hoses, fast fill connections with 2 inch camlocks, wiring, and mounting harness. In addition, a check valve must be installed in the supply line to prevent the siphoning of liquid when the unit is not in operation. The liquid pre-wetting nozzles shall be mounted such that the spray reaches all of the granular salt material as close to the rear chute as possible. The Contractor shall have all equipment fully operational and insured. Failure to have each piece of equipment fully operational and insured may result in cancellation of this Contract.

The plow trucks for use in State trunk lines shall meet or exceed the following specifications:

- a. Tandem Axle with A/R Suspension
- b. Minimum 190hp-450hp
- c. 12,000 pounds front axle
- d. 23000-40,000 pounds rear axles
- e. 160 inches maximum wheel base
- f. Minimum 11-12 feet wide by 36 inches tall hydraulic underbody/front plow
- g. Minimum 6-12 yards capacity salter/spreader
- h. Computerized in-Ground Speed Controlled Salt Control
- i. Minimum 11-12 feet wide by 36 inches tall hydraulic underbody/front plow
- j. Pre-Wetting System-Minimum 120 Gallons

6. CONDITION OF WINTER EQUIPMENT:

All equipment shall be in proper operating condition for use and shall be less than 10 years old. It is understood that, when due to mechanical failure, any and all repairs and/or replacement of parts to said equipment is the responsibility of the Contractor. When equipment and an operator, or a service, is furnished by the Contractor, the Contractor is responsible for all maintenance, labor, materials and other expenses involved.

7. WINTER MATERIALS:

- a) Salt used for winter maintenance shall conform to ASTM D 632 and the MDOT specification for Sodium Chloride.
- b) Liquid used for prewetting salt shall meet the MDOT specification for Agricultural bi-products for deicing.
- c) Rock salt is to be applied at a maximum of 450 pounds/ 2 lane miles.
- d) Dry rock salt application rates may be reduced by using pre-treated salt. Refer to the MDOT Winter Operations Guidelines for suggested application rates during various types of storms.
- e) The Contractor shall have 1,000 tons of salt in storage within 10 miles of the State trunklines in the City of Pontiac before the start date of this Contract and October 15 in subsequent years. The Contractor shall provide verification that they are able to procure an additional amount of at least 1,000 tons of salt during the winter. Salt must be stored indoor and meet all the DEQ requirements for salt storage which can be found at:

http://www.michigan.gov/documents/deq/deq-ess-p2tas-commercialssaltguidance_267027_7.pdf

8. COMMUNICATION EQUIPMENT:

All drivers, operators, and supervisors are required to have in their possession an appropriate communications between the driver, operator, supervisors and CCI or designee. Appropriate communications are defined as a functioning cellular phone as well as radio communications (other than citizen band). The State will provide three (3) 800 MHz Radios for drivers and/or supervisor to ensure continuous communication between the Contractor's supervisor, driver/operator and CCI or designee. Contractor will be responsible for the lost or any damage to the radios and will be required to pay the cost of repair and/or replacement cost at the current market price. The radio shall be returned to the State at the end of each Winter Season or cancellation of this Contract.



9. GLOBAL POSITIONING SYSTEMS (GPS):

The Contractor is required to have Global Positioning System (GPS) units in each of the Contractor's salter/plow trucks for use in State trunk lines and carpool lots. These units shall be equipped and operational prior to the beginning of snow removal operations. Whenever possible, all work associated with the GPS units will be undertaken in the Contractor's storage yard when the salter/plow trucks are not in use. Should a GPS unit require repair while the truck is in use, the Contractor shall notify the CCI immediately and make arrangements for repair work at a mutually agreeable time. **The cost of the GPS units and any associated costs for maintaining each unit are included in this Contract and will not be paid separately.** The State will not be responsible for the lost or any damage to the GPS units. While servicing this Contract, the GPS system shall monitor and continuously record information relating to:

- i) date, time and GPS coordinates of each unit in use
- i) vehicle movement, speed and stops
- ii) front and underbody plow operation on/off
- iii) the salt spreader on/off and the amounts of salt used
- iv) the pre-wetting system on/off

WEB CONTRACTOR MAPPING FUNCTIONALITY

The Contractor shall be able to track all vehicles needed to service this Contract with near instantaneous displaying of information as it is received from the vehicle and storing data and making the data available upon request for two years after the end of this Contract. The Contractor's GPS system shall have the capability of automatically displaying maps via the internet for each maintenance facilities' area of responsibility. The maintenance facility shall be the center of focus for each area of responsibility map. The mapping system shall have the ability of displaying routes in different colors.

The Contractor's GPS system shall also have functionality for exporting data files to Microsoft Excel. The start and end times for selecting export records should follow the play back format. **The Contractor shall provide full web access to CCI for monitoring and obtaining reports.** Use one of the following GPS/GIS manufacturers or other equivalent system approved by CCI at the pre-award and subsequent equipment checks.

Eagle Eye Software, Inc.
SagQuest

10. DAMAGE TO PRIVATE AND PUBLIC PROPERTY:

During winter maintenance operations, the Contractor must exercise due caution and care not to damage adjacent fences, shrubs, banks, hedges, poles, hydrants, mailboxes, etc. The Contractor shall be held financially responsible for any and all damages resulting from snow removal operations or damage while salting per MDOT 2012 Standard Specification for Construction section 107.

B. WINTER MAINTENANCE – CAR POOL LOTS

1. **GENERAL** The Contractor shall provide snow plowing services for snowfalls of two inches (2") or more and applying de-icing salt for snowfalls of less than two inches (2").

The Contractor must use equipment of sufficient size and type to ensure snow plowing is done in a timely and efficient manner to achieve the outcome targets.

Contractor must plow snow from all parking lots and apply de-icing salt so that all parking spaces are continuously available.

In the event of mechanical breakdown of trucks or equipment, the Contractor will be expected to provide backup service so that snow plowing/removal will be performed as requested.

Any and all damage to parking lot, office building, curbs, pavements, shrubs, fences, etc. caused by snow plowing services will be repaired and/or replaced the following spring by the Contractor.



Parking curbs or bumper blocks located in parking areas must not be moved or damaged. Upon completion of the plowing season, if these curbs have been moved or damaged, the Contractor will be responsible for returning them to their original positions or replacing the damaged structure as approved by the CCI.

When there is an accumulation of six inches (6") or more of snow, equipment must be an appropriate size to complete the job within the allotted time as stated in the Outcome Target portion of this Contract (Section 1.051) at all carpool lots collectively. The Contractor will provide spreading of de-icing when a snowfall occurs and/or slippery conditions exist.

Contractor must use continuous care and caution at all times while performing snow plowing, and rock salt/and or ice melt services. Especially when operating heavy machinery near parked vehicles and pedestrians in order to avoid damages to private property, State Property and personal bodily injury.

2. HOURS

All snow plowing, applications of de-icing salt, and snow removal services shall be performed between the hours of 6:00 p.m. and 6:00 a.m. or as requested by the CCI. All carpool lots shall be cleared free of snow to the satisfaction of the CCI by 6:00 a.m. on weekdays, weekends and holidays. Between the hours of 6:00 a.m. and 6:00 p.m., the Contractor shall perform the snow removal and applications of de-icing salt of the drives or isles and the parking spaces if the lots are cleared of parked vehicles

Contractors must be available to perform services and have the ability to have equipment on site 24 hours per day, seven days per week for callback. The Contractor must respond to the CCI's request for service within one (1) hour.

3. WINTER EQUIPMENT

Contractors are to provide a list of all equipment to the CCI that will be dedicated to this Contract, both owned and leased. If equipment is leased, a letter from the leasing company indicating the ability to provide the equipment will be required. A minimum of three (3) ¾-1 ton 4X4s trucks are required. All trucks shall be equipped with same type of pre-wetting system and GPS unit as outlined on Winter Maintenance for State trunk lines. The State reserves the right to determine if the equipment proposed is sufficient to provide the necessary service to the State. The CCI will determine if the equipment meets specifications prior to any work being started.

4. FIRST RESPONDER

The Contractor agrees that this Contract will be their first priority in order to protect the health and safety of Michigan citizens.

5. SUPPLIES

The Contractor must supply all salt and use only such materials that are recommended and approved by the CCI.

A Materials Safety Data Sheet (MSDS) for each supply item must be available in each vehicle at all times.

The State reserves the right to accept or reject any items listed on the complete list of supplies. Contractor must immediately furnish an acceptable substitute for any item rejected by the State.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

A. PERSONNEL

- 1. 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 §2.063).

B. SUPERVISION

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

C. Meetings

- 1. The State may request meetings as it deems appropriate.



2. The Contractor may be asked to attend annual winter operation workshops with the other units of government. The State will develop the Winter Operations Communication and Coordination Plan with the Contractor.

1.040 Project Plan

1.041 Project Plan Management – Deleted – Not Applicable

1.042 Reports

The Contractor shall complete and submit a report that will record the following information for each Winter Vehicle:

- date and time each Winter Vehicle is called for work
- time operator arrived at yard
- time Winter Vehicle left yard
- quantity of salt/sand/liquid used
- miles serviced
- rate of sand/salt application
- routes taken or area serviced
- total hours worked
- unit number
- comments
- time drivers dismissed or relieved

Each daily entry shall be signed by the equipment operator of the unit at the start of performing winter operations and at the end when relieved. Printed name is also required to clearly identify operator name. The report is to be countersigned by an authorized personnel and submitted to CCI on a bi-weekly basis.

The host vendor system shall allow for the play back of events for a minimum of two years after the Contract end date. Information provided to the CCI will consist of summary and detail reports. Summary reports shall consist of all routes serviced on a specific day. Detail reports shall include a list of specific location services by all vehicles year-to-date.

The host vendor system shall be capable of assigning GPS coordinates to street address in order to determine a location for summary reports.

The State reserves the right to request additional reports.

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 Contract:

OUTCOME TARGETS

The Contractor shall ensure that the work performed under this Performance Requirement, meets or exceeds the Outcome Targets specified in this Performance Requirement.

Feature	Outcome Target
Winter Event Activities	
Deployment for salting operations.	<ul style="list-style-type: none"> • 100% of the full winter complement of the assigned spreaders by patrol location shall be deployed within 30 minutes after the start of a Winter Event on all State Routes as measured by mobile weather sensor and GPS units.
Deployment for plowing operations	<ul style="list-style-type: none"> • 100% of the full winter complement of the assigned Winter Vehicles excluding Spreaders by patrol location shall be deployed upon accumulation of 1 inch of snow or slush on the road surface on all State routes.



Feature	Outcome Target
Ground Frost	<ul style="list-style-type: none"> No Ground Frost on roadway causing slippery conditions with grip value of wet pavement surface greater than 0.60
Circuit Times	<ul style="list-style-type: none"> Meeting the total Circuit Time for Salting of 2 hours on any State Routes on every circuit Meeting the total Circuit Time for Plowing of 2 hours on any State Routes on every circuit
Winter Equipment utilization	<ul style="list-style-type: none"> Providing continuous winter operations utilizing all Winter Vehicles assigned to each route until prescribed level of service has been achieved on the all Routes
Salt application rates	<ul style="list-style-type: none"> Applications of salt at or over the prescribed minimum application rates specified in this performance requirement 100% of the time, but not exceed the maximum application rate
Continuous plowing	<ul style="list-style-type: none"> Continuous plowing to maintain the established level of service 100% of the time on State Routes.
Echelon Plowing	<ul style="list-style-type: none"> Echelon plowing performed 100% of the time when through lanes are plowed to the right on multi-lane Highways
Snow accumulation	<ul style="list-style-type: none"> Snow accumulation adjacent to median barrier walls removed prior to the End of the Winter Event
After The Winter Event	
Level of service	<ul style="list-style-type: none"> Achieve Bare Pavement on all State routes within 8 hours after the End of the Winter Event. Bare pavement shall be wet with grip value of greater than 0.60
Snow banks	<ul style="list-style-type: none"> Snow accumulation at any location impairing visibility must be removed or lowered within 2 hours after detection or being made aware by weather tools or by the State.
Snow accumulation	<ul style="list-style-type: none"> Snow accumulation that could cause ramping at any location removed or in the process of being removed within 1 hours after detection or being made aware
Shoulders/Medians	<ul style="list-style-type: none"> Shoulders/medians and median crossovers plowed and/or salted within 4 hours of the End of Winter Event
General	
Isolated Slippery Conditions	<ul style="list-style-type: none"> Isolated Slippery Conditions Addressed Immediately 100% of the time
Equipment breakdowns	<ul style="list-style-type: none"> Any route not serviced for more than 2 hours due to equipment breakdown or redeployment
Salt storage	<ul style="list-style-type: none"> Salt stored in covered buildings at all times
Winter drainage	<ul style="list-style-type: none"> No flooding on roadway or private property caused by snow and/or ice impeding drainage through or to culverts and ditches.
Reporting requirements	<ul style="list-style-type: none"> All reporting requirements identified in section 1,042 of this Contract is required to be submitted via email no later than 48 hours after each snow/ice events
Carpool Lots Winter Event Activities	
Deployment for salting operations	<ul style="list-style-type: none"> 100% of the full winter complement of the assigned spreaders by patrol location shall be deployed within 60 minutes after the start of a Winter Event on all State Car Pool Lots between the hours of 6:00 PM and 6:00 AM.
Carpool Lots After a Winter Event	
Level of service	<ul style="list-style-type: none"> Achieve Bare Pavement on all State car pool lots within 8 hours after the End of the Winter Event.

OUTCOME TARGET INDICATORS

The State, at its discretion, will collect Outcome Target Indicators. The collection may consist of field observation and data collection using the mobile weather sensor. Additional data collection may be carried out if there is evidence of non-conformance, which may include a review of the Contractor’s records, plans and actions taken.

The Outcome Target Indicators that the State collects will be shared with the Contractor and will be the only indicators used to apply consequences for non-conformance.

CONFORMANCE TO THE OUTCOME TARGETS

Upon completing the collection of the Outcome Target Indicators, the State will make an assessment of Conformance or Non-Conformance to the Outcome Targets.



The State will select the Outcome Target Indicators to use in determining Conformance. The assessment however, will include consideration for events that are beyond the control of the Contractor. The State will examine all relevant factors involved with the situation including the Contractor’s rationale as to why the situation occurred.

If after completing the collection of the Outcome Target Indicators, assessing all the relevant data, including data provided by the Contractor; a non-conformance is determined, a vendor performance may be issued to the Contractor for features that do not conform to the Outcome Targets.

CONSEQUENCES FOR NON-CONFORMANCE – SERVICE LEVEL AGREEMENTS

The Contractor shall be responsible for all specified consequences for any non-conformance to the Outcome Targets, in the table of Service Level Agreements.

Each feature has a corresponding consequence for non-conformance. The initial consequence is usually assessed immediately for any non-conformance to any of the Outcome Targets based on the Outcome Target Indicators collected. The subsequent consequence in most cases is to ensure that non-conformance ceases and action is taken on the initial non-conformance.

The following table details the consequences for non-conformance to the Outcome Targets.

Feature	Consequences for Non-Conformance	
	Initial	Subsequent
Winter Event Activities		
Deployment for salting operations	<ul style="list-style-type: none"> \$5,000 per route per occurrence 	<ul style="list-style-type: none"> \$1,000 for each additional 15 minutes or portion thereof beyond 45 minutes of the Start of a Winter Event until 100% of the Winter Season spreaders on the assigned route is deployed
Deployment for plowing operations	<ul style="list-style-type: none"> \$5,000 per route per occurrence 	<ul style="list-style-type: none"> \$1,000 for each additional 30 minutes or portion thereof after the accumulation of snow or slush on the road surface reaches more than 1 inch until 100% of the Winter Season Winter Vehicles excluding spreaders on the assigned route is deployed
Ground Frost periods	<ul style="list-style-type: none"> \$1,000 per occurrence per route on any State routes if no proactive action taken to prevent 	<ul style="list-style-type: none"> \$200 for each additional 30 minutes or portion thereof beyond 30 minutes after detection or being made aware of Ground Frost until slippery condition has been removed and the wet pavement surface grip is equal or greater than 0.60
Winter Event Activities		
Circuit Times for salting	<ul style="list-style-type: none"> \$1,000 per Spreader not meeting the allowable circuit time per occurrence 	<ul style="list-style-type: none"> \$100 for every 10 minute segment or portion thereof beyond 2 hours on any State routes



Feature	Consequences for Non-Conformance	
	Initial	Subsequent
Circuit Times for plowing	<ul style="list-style-type: none"> \$1,000 per plow and/or combination unit not meeting the allowable circuit time per occurrence 	<ul style="list-style-type: none"> \$100 for every 10 minute segment or portion thereof beyond 2 hours on any State routes
Winter Equipment utilization	<ul style="list-style-type: none"> \$1,000 per plow, Spreader and/or combination unit not fully utilized to achieve level of service as quickly as possible per occurrence 	<ul style="list-style-type: none"> \$500 per hour or portion thereof that the plow, spreader or combination unit should have been utilized including Winter Event cleanup
Calibration rates	<ul style="list-style-type: none"> \$1,000 per Spreader per calibration test outside of 10% measured rate per occurrence 	<ul style="list-style-type: none"> \$500 per day or portion thereof after 24 hour period after notification until calibration has been corrected
Continuous plowing	<ul style="list-style-type: none"> \$1,000 per plow truck not used continuously on an assigned Route 	<ul style="list-style-type: none"> \$500 per hour or portion thereof that the plow should have been used continuously on an assigned route, including Winter Event cleanup
Echelon Plowing	<ul style="list-style-type: none"> \$1,000 per occurrence per route for Echelon Plowing not performed 	<ul style="list-style-type: none"> None
Snow accumulation	<ul style="list-style-type: none"> \$1,000 per occurrence 	<ul style="list-style-type: none"> \$500 for each 4-hour segment or portion thereof beyond 4 hours after the end of the Winter Event until accumulation is removed.
After the Winter Event		
Level of service	<ul style="list-style-type: none"> \$2,000 per occurrence per route of Bare Pavement not achieved within 8 hours on State routes 	<ul style="list-style-type: none"> \$500 for each hour or portion thereof until bare pavement with grip value of 0.60 is regained on any State routes.
Snow accumulation	<ul style="list-style-type: none"> \$1,000 per occurrence 	<ul style="list-style-type: none"> \$500 for each 4-hour segment or portion thereof beyond 8 hours after detection or being made aware until accumulation is removed.
Snow banks	<ul style="list-style-type: none"> \$1,000 per occurrence 	<ul style="list-style-type: none"> \$1,000 for each 12-hour segment or portion thereof beyond 60 hours after detection or being made aware until visibility is regained.
Lots	<ul style="list-style-type: none"> \$1,000 per occurrence 	<ul style="list-style-type: none"> \$500 for each 4-hour segment or portion thereof beyond 28 hours after the End of the Winter Event until plowed and salted
Shoulders/Medians	<ul style="list-style-type: none"> \$1,000 per occurrence of Shoulders/medians, Push Outs and median crossovers not plowed and salted/sanded within 24 hours of the End of Winter Event 	<ul style="list-style-type: none"> \$500 for each 4-hour segment or portion thereof beyond 28 hours after the End of the Winter Event until plowed and salted



Feature	Consequences for Non-Conformance	
	Initial	Subsequent
General		
Isolated Slippery Conditions	<ul style="list-style-type: none"> \$5,000 per occurrence after 2 hours of being notified 	<ul style="list-style-type: none"> \$1,000 for every 30 minutes or portion thereof beyond the initial 2 hours until condition is addressed
Equipment breakdowns	<ul style="list-style-type: none"> \$3,000 per Winter Vehicle per occurrence 	<ul style="list-style-type: none"> \$1,000 per Winter Vehicle for each 15-minute segment or portion thereof beyond 2 hours until the route becomes fully serviced.
Salt storage	<ul style="list-style-type: none"> \$1,000 per occurrence 	<ul style="list-style-type: none"> \$1,000 for each hour or portion thereof beyond 2 hours until material is returned to storage.
Reporting Requirements as required by Section 1.042 and crash reporting required in Section 1.022.	<ul style="list-style-type: none"> \$1,000 per occurrence for information not submitted in prescribed time \$1,000 per occurrence of information not being Accurate and Complete 	<ul style="list-style-type: none"> \$500 per subsequent week or portion thereof until submitted None

1.052 Final Acceptance- Deleted – Not Applicable

1.060 Proposal Pricing

1.061 Proposal Pricing

See Attachment B.

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/dtmb for current rates.

1.062 Price Term

Prices quoted are firm for the entire length of this Contract.

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 this 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 – Not Applicable

1.070 Additional Requirements

1.071 Additional Terms and Conditions specific to this Contract - Deleted – Not Applicable



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

This Contract is for a period of 3 years beginning approximately 11/21/2012 through 11/20/2015. 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 Options to Renew

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 additional one-year periods.

2.003 Legal Effect

Contractor must show acceptance of this Contract by signing two (2) copies of this Contract and returning them to the Contract Administrator. The Contractor must 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. Exact quantities to be purchased are unknown, however, the Contractor must furnish all such materials and services as may be ordered during this Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

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- Deleted – Not Applicable

2.009 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one (1) 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 Technology Management and Budget, DTMB-Procurement and the Michigan Department of Transportation (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. DTMB-Procurement **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 DTMB-Procurement for this Contract is:

Kristen Robel
 Procurement
 Department of Technology Management and Budget
 Mason Bldg, 2nd Floor
 PO Box 30026
 Lansing, MI 48909
RobelK@michigan.gov
 Phone: 517-373-7396

2.022 Contract Compliance Inspector

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Director of DTMB-Procurement, in consultation with MDOT will direct the person named below, or any other person so designated, to monitor and coordinate the activities for this 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 this Contract as that authority is retained by DTMB Procurement.** The CCI for this Contract is:

Ahmad Azmoudeh
 Michigan Department of Transportation Oakland Transportation Center
 800 Vanguard Drive, Pontiac, MI 48341
azmoudeha@michigan.gov
 Phone: 248-451-2465

2.023 Project Manager - Deleted – Not Applicable



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 (such as the project manager responsible for management of this Contract, human resource manager who will be responsible for personnel and equipment manager/superintendent who will be responsible for all equipment issues), 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 may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Procurement.
- (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 State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of this Contract, 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.

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 deemed to be an employee, agent or servant of the State for any reason. Contractor is 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 must 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 the requirements of 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 (1) 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 the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

2.032 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

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 PA 442, 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 must 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

Each Statement of Work or Purchase Order issued under this Contract must specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

2.042 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 must 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 must 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 must 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 must 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 must 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, date of service, job sites and appropriate purchase order number. 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 PA 279, MCL 17.51 et seq., within 45 days after receipt, provided the State determines that the invoice was properly rendered.

(d) Contract Payment Schedule

1. Contractor request for performance-based payment.
The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the CCI. Unless otherwise authorized by the CCI, all performance-based payments in any period for which payment is being requested must be included in a single request, appropriately itemized and totaled.
2. Approval and payment of requests.
 - a) The Contractor is not entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The CCI must determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of this Contract. The CCI may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.



- b) A payment under this performance-based payment clause is a contract financing payment under the Quick Payment Terms in **Section 1.061** of this Contract.
- c) The approval by the CCI of a request for performance-based payment does not constitute an acceptance by the State and does not excuse the Contractor from performance of obligations under this Contract.

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 must 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 (1) 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 must 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. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must 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.

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 (2) 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 this Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel – Deleted – Not Applicable

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 must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, 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 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 must 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 must 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 must not unnecessarily or unreasonably interfere with, delay, or otherwise impede 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 must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, 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 – Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.071 Contractor Full Responsibility – Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.072 State Consent to Delegation– Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.073 Subcontractor Bound to Contract – Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.074 Flow Down – Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.075 Competitive Selection – Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.080 State Responsibilities

2.081 Equipment

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

2.082 Facilities

The State may 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 must 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 – Deleted – Not Applicable

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 Standard – Deleted – Not Applicable

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 must 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 must 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 2.100** 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 2.100** 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 (7) 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, 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 must 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 (4) invoices. If a balance remains after four (4) 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) The 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) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor’s name), then in addition to Contractor’s other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer’s warranty for the Deliverable.

(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 (2) days of learning about it.
- (h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after this Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

2.122 Warranty of Merchantability – Deleted – Not Applicable

2.123 Warranty of Fitness for a Particular Purpose – Deleted – Not Applicable

2.124 Warranty of Title – Deleted – Not Applicable

2.125 Equipment Warranty – Deleted – Not Applicable

2.126 Equipment to be New – Deleted – Not Applicable

2.127 Prohibited Products – Deleted – Not Applicable

2.128 Consequences For Breach– Deleted – Not Applicable

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/deleg.

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

5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of \$1,000,000.00 with a maximum deductible of \$50,000.00.

6. Umbrella or Excess Liability Insurance in a minimum amount of five million dollars (\$5,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.

7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: \$3,000,000.00 each occurrence and \$3,000,000.00 annual aggregate.

8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

2.132 Subcontractor Insurance Coverage – Deleted – Not Applicable – NO SUBCONTRACTING ALLOWED

2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB-Procurement, 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 **MUST 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 Procurement, DTMB. 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 (3) 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

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



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 must 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 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 must 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 the 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 2.190** 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 120 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175**.

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 must 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 must 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 must 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

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of this Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

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 must 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 2.150**.

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 must 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 2.150**, 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 is not 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 Procurement, DTMB, 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 (1) party to another for non-privileged information reasonably related to this Contract must 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 Procurement, DTMB, 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 must 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 2.193**.

(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, or 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 must 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>.

2.204 Prevailing Wage – Deleted – Not Applicable

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 must 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 must 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 DTMB-Procurement.
- (2) Contractor must also notify DTMB Procurement 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 DTMB Procurement within 30 days whenever changes to company affiliations occur.

2.232 Call Center Disclosure

The Contractor and 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)

(a) SLAs will be completed with the following operational considerations:

- (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.
- (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
 - 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
 - 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

2.243 Liquidated Damages – Deleted – Not Applicable



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, 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 - Deleted – Not Applicable

2.252 Delivery of Deliverables - Deleted – Not Applicable

2.253 Testing - Deleted – Not Applicable

2.254 Approval of Deliverables, In General - Deleted – Not Applicable

2.255 Process For Approval of Written Deliverables - Deleted – Not Applicable

2.256 Process for Approval of Services – Deleted – Not Applicable

2.257 Process for Approval of Physical Deliverables - Deleted – Not Applicable

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

The State owns all Deliverables as they are works made for hire by the Contractor for the State. The State owns all United States and international copyrights, trademarks, patents, or other proprietary rights in the Deliverables.

2.261 Ownership of Work Product by State – Deleted – Not Applicable

2.262 Vesting of Rights

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.

2.263 Rights in Data

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under this Contract. The Contractor must not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under this Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

2.264 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into this Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

2.270 State Standards

2.271 Existing Technology Standards

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.



2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

2.280 Extended Purchasing – Deleted – Not Applicable

2.281 MIDEAL- Deleted – Not Applicable

2.282 State Employee Purchases - Deleted – Not Applicable

2.290 Environmental Provision

2.291 Environmental Provision

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 such 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 must 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 must establish a program to promote cost-effective waste reduction in all operations and facilities covered by this Contract. The Contractor's programs must 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.).

2.300 Other Provisions

2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials

Equipment, materials, or supplies, that will be furnished to the State under this Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



Attachment A – Location Specification Sheet

**MAINTENANCE, REPAIR & OPERATIONS (MRO)
WINTER MAINTENANCE – METRO REGION OAKLAND COUNTY**

Consideration for award will be based on Work Plan/Price Quotation in accordance with the specifications, terms and conditions as stated within this solicitation.

PART I – PLACE OF SERVICES REQUESTED

TDE GROUP USA, Inc.

LOCATION: OAKLAND COUNTY

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	11/21/2012	CONTRACT END DATE:	11/20/2015
<i>PREVIOUS BPO #:</i>	Not Applicable		
<i>CONTRACT INFORMATION:</i>	3 Year Contract with 2 Years Options to Renew		
CONTRACTING AGENCY NAME:	Department of Transportation		
BUILDING NAME AND NUMBER:	MDOT Oakland TSC		
BUILDING ADDRESS:	800 Vanguard Drive, Pontiac, MI 48341		
REGION / COUNTY:	Metro / Oakland County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	<i>DTMB</i>		
PROCUREMENT OFFICE CONTACT NAME:	<i>Kristen Robel</i>	CONTACT PHONE #:	<i>517-373-7396</i>
PROCUREMENT OFFICE CONTACT E-MAIL:	<i>robek@michigain.gov</i>	CONTACT FAX #:	<i>517-335-0046</i>
CONTRACT COMPLIANCE INSPECTOR (CCI) / FACILITY MANAGER (FM) NAME:	<i>Ahmad Azmoudeh</i>	CONTACT PHONE #:	<i>248-451-2465</i>
CCI / FM CONTACT E-MAIL:	<i>azmoudeha@Michigan.gov</i>	CONTACT FAX #:	<i>248-451-0125</i>
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	<i>N/A</i>	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	<i>N/A</i>
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	<i>N/A</i>	(FILL IN IF NEEDED)	<i>N/A</i>
IDENTIFY DAYS OF SERVICE:	<i>Determined by CCI</i>	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. To 5:30 P.M.]	<i>Determined by CCI</i>



Attachment B - Pricing

Winter Maintenance

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	Cycles PER YEAR	PRICE PER MONTH	TOTAL PRICE FOR 3 YEARS
<input type="checkbox"/>	Winter Maintenance State Trunklines within the City of Pontiac-Oakland County	MONTH	6 MONTHS/YEAR 18 MONTHS TOTAL FOR 3 YEARS	\$45,000.00	\$810,000.00
<input type="checkbox"/>	Winter Maintenance for Eleven (11) MDOT Carpool Lots in Oakland County	MONTH	6 MONTHS/YEAR 18 MONTHS TOTAL FOR 3 YEARS	\$24,000.00	\$432,000.00
TOTAL					\$1,242,000.00



Attachment C - Equipment

EQUIPMENT	MODEL	MANUFACTURER	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED
1. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
2. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
3. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
4. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
5. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
6. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
7. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
8. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
9. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
10. Tandem Axle Plow/Salt Truck	9200i	International	Owned - 2006
11. Wheel Loader	930H	Caterpillar	Owned - 2009
12. Wheel Loader	930H	Caterpillar	Owned - 2008
13. Skid Steer	262C	Caterpillar	Owned - 2008
14. Skid Steer	262C	Caterpillar	Owned - 2008
15. 4X4 Pickup Truck	Salter/Plow F450	Ford	Owned - 2008
16. 4X4 Pickup Truck	Salter/Plow F450	Ford	Owned - 2011
17. 4X4 Pickup Truck	Salter/Plow F450	Ford	Owned - 2009
18. 4X4 Pickup Truck	Salter/Plow 3500	GM	Owned - 2009
19. 4X4 Pickup Truck	Salter/Plow 3500	GM	Owned - 2010
20. 4X4 Pickup Truck	Salter/Plow 3500	Dodge	Owned - 2010
21. Dump truck/Salter/plow	5500	GM	Owned - 2006
22. Dump truck/Salter/plow	5500	GM	Owned - 2004



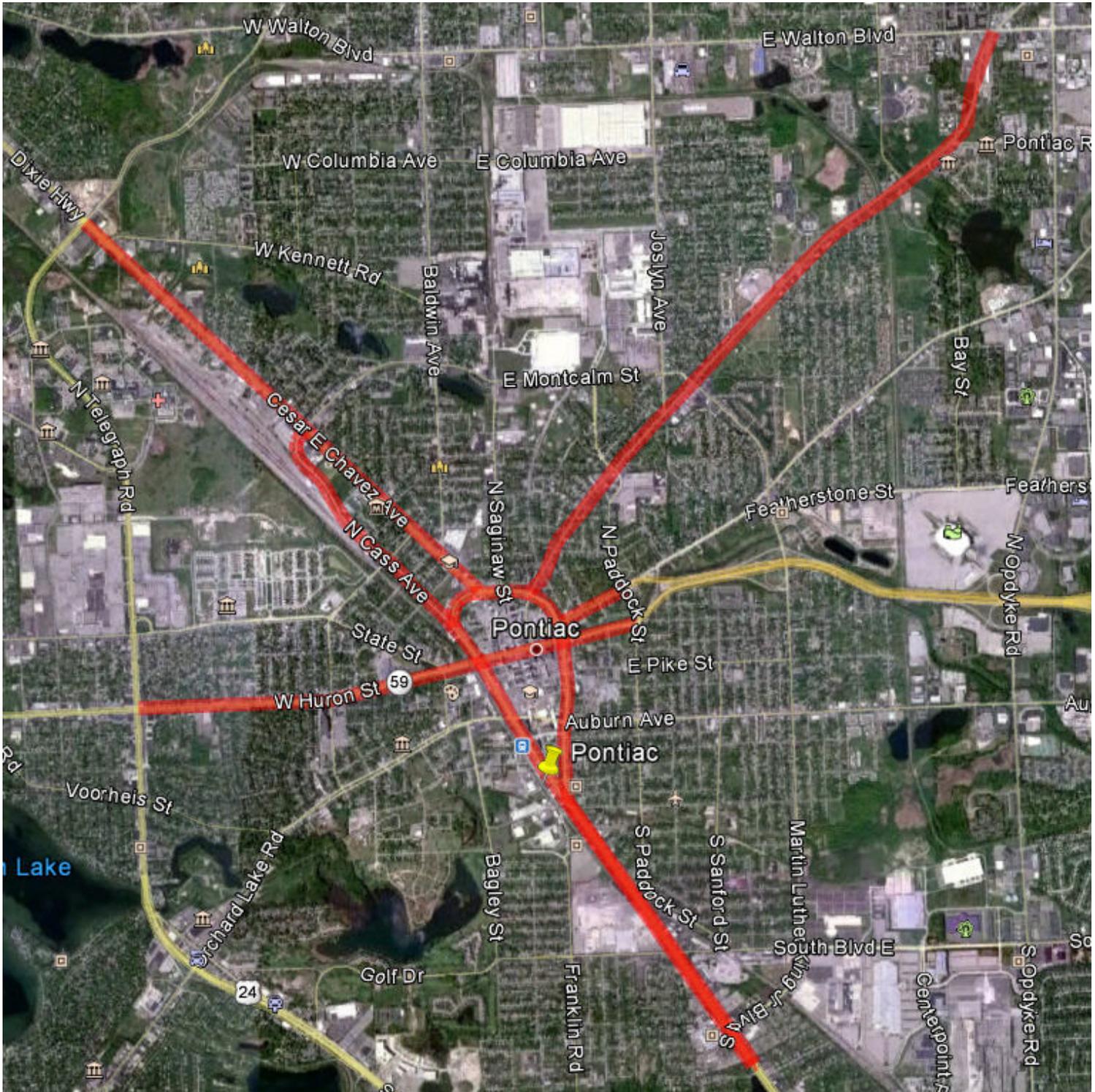
Attachment D – Locations for Winter Maintenance
Metro Region – Oakland County



C.S.	Route #	Location	Approx. No. of Lane Miles or Parking spaces	No. of Months for Winter Maintenance	Total Months 2012-2013	Total Months 2013-2014	Total Months 2014-2015	Total Months for 3 years
63151	I-75 BL	Woodward from Loop to S. of Martin LK Blvd	13 LM	6	6	6	6	18
63201	M-1 Loop	Woodward Loop from Woodward to Woodward	12 LM	6	6	6	6	18
63091	I-75 BL	Perry St. from Woodward Loop to Baldwin	16 LM	6	6	6	6	18
63152	I-75 BL	Cesar Chaves from Woodward Loop to Kennett	11 LM	6	6	6	6	18
63152	I-75 BL	Cass Ave. from Cesar Chaves to Woodward Loop	5 LM	6	6	6	6	18
63041	M-59	Huron St. from Paddock to Telegraph	14 LM	6	6	6	6	18
63172	I-75	M-15 Lot Exit No. 91	23	6	6	6	6	18
63172	I-75	Grange Hall Lot Exit 101 Left	81	6	6	6	6	18
63172	I-75	Grange Hall Rd Lot Exit 101 Right	16	6	6	6	6	18
63172	I-75	Dixie HWY Lot Exit 93	67	6	6	6	6	18
63172	I-75	Sashabaw Lot Exit 89	137	6	6	6	6	18
63172	I-75	Baldwin Rd. Lot Exit 84	44	6	6	6	6	18
63174	I-75	Adams Rd. Lot Exit 74	42	6	6	6	6	18
63102	I-696	Lahser Rd. Lot Exit 12	194	6	6	6	6	18
63022	I-96	Milford Rd. Lot Exit 155	140	6	6	6	6	18
63022	I-96	Beck Rd. Lot Exit 160	174	6	6	6	6	18
63052	M-24	Oakwood Rd Lot	24	52 6	6	6	6	18

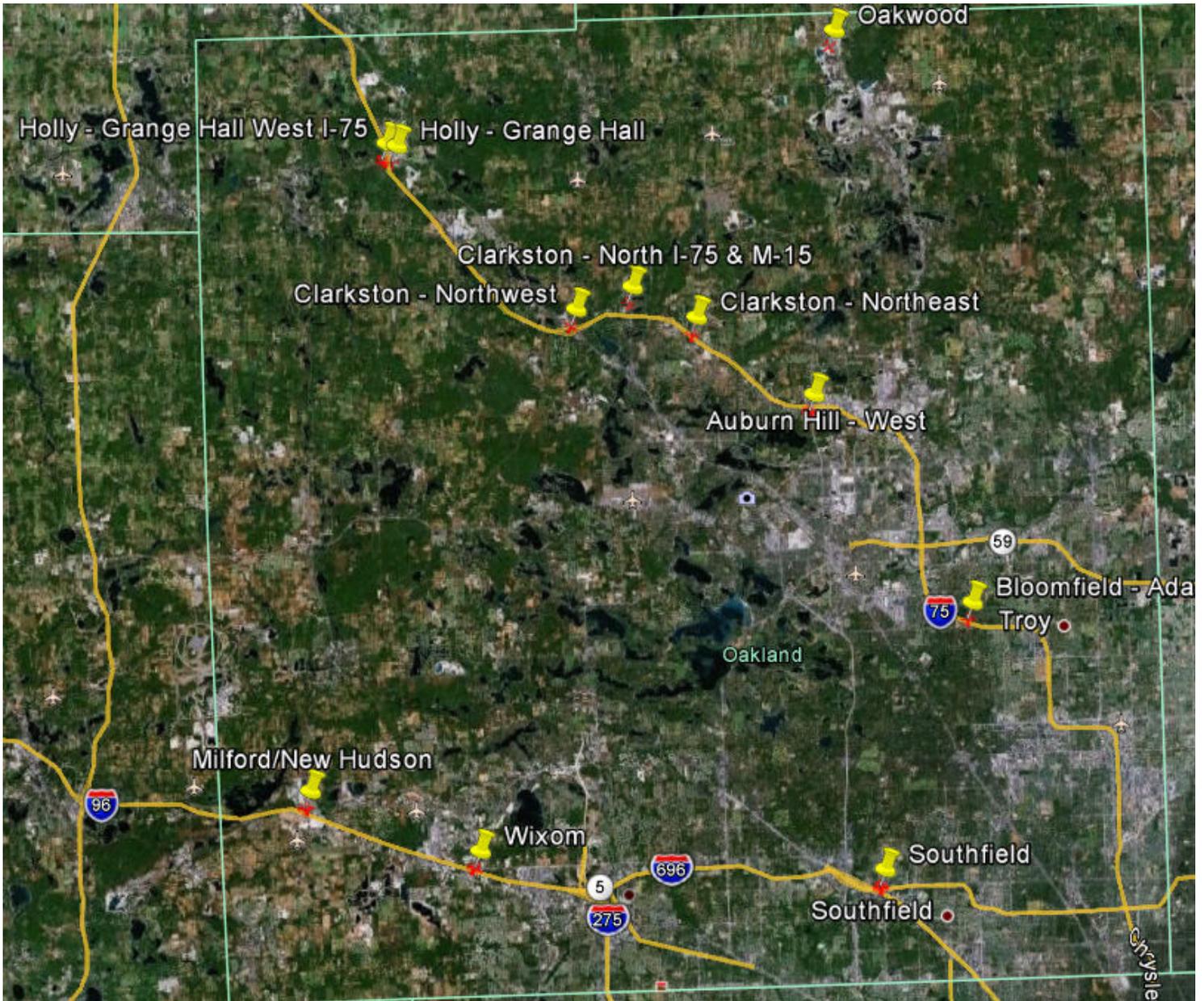


Attachment E State Trunklines and Carpool Lots Location Map
Pontiac Winter Maintenance Limits Highlighted in Red





Oakland County Carpool Lots Location





Carpool Parking Lot Program

Symbols Entry Sign Lighted Light Near

Click on facility name for details and directions.

Lots by County

Facility Name	County	Primary Route	Local Route	Exit Num.	Surface Type	Spaces
Clarkston - North 	Oakland	I-75	M-15	91	Paved	23
Holly - Grange Hall West	Oakland	I-75	Grange Hall Rd	101	Paved	81
Holly - Grange Hall 	Oakland	I-75	Grange Hall Road	101	Paved	16
Milford/New Hudson 	Oakland	I-96	Milford Road	155	Paved	140
Clarkston - Northwest 	Oakland	I-75	Dixie Highway	93	Paved	67
Clarkston - Northeast 	Oakland	I-75	Sashabaw Road	89	Paved	137
Southfield 	Oakland	I-696	Lahser Road	10	Paved	194
Oakwood 	Oakland	M-24	Oakwood Road		Paved	24
Auburn Hills - West 	Oakland	I-75	Baldwin Road	84	Paved	44
Bloomfield - Adams Road	Oakland	I-75	Adams Rd	74	Paved	42
Wixom 	Oakland	I-96	Beck Rd	160	Paved	174