



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 1

to

Contract Number **071B4300051**

CONTRACTOR	DENT ENTERPRISES INC
	1161 East Clark Road
	Dewitt, MI 48820
	Denise McCullen
	800-993-3689
	dmccullen@dentco.com
	*****7442

STATE	Program Manager	Sue Mote	DTMB
		800-993-3689	
		motes@michigan.gov	
	Contract Administrator	Steve Rigg	DTMB
		(517) 284-7043	
		riggs@michigan.gov	

CONTRACT SUMMARY

MPSCS TOWER SITE DRIVEWAY SNOW REMOVAL

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
January 14, 2014	January 13, 2017	2 - 1 Year	January 13, 2017

PAYMENT TERMS	DELIVERY TIMEFRAME
Net 45	N/A

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input checked="" 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"/>		January 13, 2018

CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE
\$477,360.00	\$0.00	\$477,360.00

DESCRIPTION

Effective December 21, 2016, the first option year available on this contract is hereby exercised. The revised contract expiration date is January 13, 2018. All other terms, conditions, specifications and pricing remain the same. Per Agency and Vendor agreement, and DTMB Procurement approval.

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

**NOTICE
 OF
 CONTRACT NO. 071B4300051
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Dent Enterprises, Inc., dba DENTCO 1161 East Clark Road, Suites 124-128 Dewitt, MI 48820-8312	Angela Hills	Ahills @dententerprises.com
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(800) 993-3689	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Sue Mote	(517) 336-6262	motes@michigan.gov
BUYER:	DTMB	William C. Walsh	(517) 373-6535	walshw@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION:			
Snow Removal for Michigan Public Safety Communication System (MPSCS) Tower Sites – Department of Technology, Management and Budget			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 Years	January 14, 2014	January 13, 2017	2 – 1 Year Options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
Net 45	Delivered	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
None			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:			\$477,360.00

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
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<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
None			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$477,360.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #071I3200024. Orders for delivery will be issued directly by the Department of Technology, Management & Budget, MPSCS, through the issuance of a Purchase Order Form or Direct Voucher.

Notice of Contract #: 071B4300051

FOR THE CONTRACTOR:	FOR THE STATE:
Dent Enterprises, Inc. dba DENTCO	Signature
Firm Name	Rebecca Cook, Commodities Division Director
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB Procurement
Date	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 the 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 the Contract.

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

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.

Days means calendar days unless otherwise specified.

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

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

DTMB means the Michigan Department of Technology Management and Budget.

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

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 the Contract).

Incident means any interruption in any function performed for the benefit of a Plan Sponsor.

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

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

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

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



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

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

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

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

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

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.

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.

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.

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

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

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



Article 1 – Statement of Work (SOW)

1.010 Project Identification

1.011 Project

This Contract is for the Department of Technology, Management and Budget, Michigan's Public Safety Communications System (MPSCS) for snow and ice removal at the MPSCS Towers.

1.012 Reserved

1.020 Scope of Work and Deliverables

1.021 In Scope

The Contractor will provide snow and ice removal services to authorized MPSCS Tower locations identified in Attachment A as well as respond to on-call requests from the Contract Compliance Inspector (CCI).

1.022 Work and Deliverable

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

Provide snow and ice removal services for MPSCS Tower locations (Attachment A) upon four (4), six (6), or eight (8) inches of snow accumulation. Day time snow removal will commence automatically, following four (4), six (6) or eight (8) inches of snow.

Additionally, an on-call feature is required for snow removal at additional MPSCS tower sites. Attachment A provides all MPSCS sites with plowing requirements for on-call service.

Services include clearing of all ice and snow from gate entrances, parking areas, and driveways. Service will be on an as needed basis, consisting of both automatic and on-call dependent on the individual location's specifications as determined by the CCI.

The Contractor will instruct any sub-contractors of the services specifications that are required in this Contract. Services must be completed prior to 8:00 a.m., Monday through Friday excluding State or Federal Holidays (unless requested 24 hours in advance by the CCI).

On-call snow removal requests shall be done within 24 hours of a request for services unless an agreement is reached between the CCI or their designee and Contractor.

Emergency snow removal services (snow removal within the 24 hour window for on-call services) shall be available and costs identified in the pricing. If service is required after 8:00 a.m. due to snowfall or freezing rain conditions, the Contractor must provide service within two (2) hours after notification from the CCI. On holidays, snow removal and/or deicing is to be done prior to 8:00 a.m. the next working day following the holiday, if requested by the CCI.

The Contractor must plow snow in order to maintain safe vehicle and pedestrian access throughout the durations of the snowfall season. Snow shall be plowed or removed starting at the roadway, continuing through the driveway and up to the gate at the site's fence. The snow shall be pushed into open areas and not be placed in a manner to block visibility to the roadway from the driveway or impede safe travel on the roadway. Consideration must be given to pushing the early snow fall back from the driveway to allow for additional accumulation throughout the winter snow season.

During periods of heavy snowfall, the Contractor shall make every effort to maintain the driveways and drive lanes clear of snow and ice. Following a heavy snowfall, the Contractor will provide complete plowing and clean-up of the tower location driveways as specified in this Contract in Attachment A.



The Contractor shall establish an on-site snow stacking area or in the event snow removal services are needed, the Contractor will establish off-site snow hauling locations. Any on site areas deemed acceptable will be evaluated for snow plowing efficiency, parking conservation, and safety concerns.

When necessary and/or upon request of CCI or designee, the Contractor shall haul/remove snow from site. An additional hourly fee may be charged for this service and must be pre-approved by the CCI before these services can be performed.

The Contractor will exercise every reasonable effort not to inhibit access or visibility of vehicular traffic, as well as any adjacent property’s traffic. The Contractor will not pile snow on any adjacent property.

Use of additional equipment such as front-end loader, snow blower, etc., will be provided by the Contractor as needed at no additional charge to the State.

Any and all damage to parking lots, buildings, or structures, curbs, pavements, shrubs, landscaping, fences etc. caused by snow plowing will be repaired and/or replaced to its original condition the following spring by the Contractor. All repairs will be at the cost of the Contractor and no additional charge to the State. If damage should occur breaching the security of the site, all efforts must be made to secure the site until permanent repairs are complete. The Contractor shall immediately notify the CCI in the event a site has a breach of the fencing or other security measures.

The State is not obligated to purchase in the exact quantities estimated. The exact numbers of services under this Contract are unknown and weather dependent.

The Contractor shall contact the CCI to arrange a service schedule upon award of this Contract and prior to each snow removal season.

Upon request, the Contractor must be able to provide the CCI, with a written breakdown of services performed by each sub-contractor.

Invoices must be submitted monthly and are to include the location of service, a list of exact services performed, include date(s), location number, and service(s) rendered in a specified month. All work must be performed to the satisfaction of the CCI or payment will not be authorized.

1.030 Roles and Responsibilities

1.031 Contractor Staff, Roles, and Responsibilities

Angela Hills, Customer Alliance Representative, 1161 E. Clark Road, DeWitt, MI 48820 is the Contractor’s representative for this Contract. Telephone number: (800) 993-3689 E-mail: ahills@dentco.com.

The sub-contractors for the sites for which snowfall triggers are listed in Attachment A are:

Contractor	Address	City	State	Zip	Phone	Name
A Plus Industries, Inc	16842 State Hwy M28	Newberry	MI	49868	(906) 293-3136	Ray Plesscher
Berts Lawn Maintenance	10052 E. Prior Road	Durand	MI	48429	(989) 288-2388	Bert Declerg
Chaffee Excavating	477 E. Thumb Lake Road	Vanderbilt	MI	48795	(989) 983-4356	Don Chaffee
Deerpath Excavating, Inc	7183 Clawson Road	Eau Claire	MI	49111	(269) 461-6128	Michael Demski
Delisle Lawn Care	PO Box 576	Beaverton	MI	48612	(989) 435-4423	David Delisle
Emerald Lawn & Landscaping	PO Box 8248	Flint	MI	4850	(810) 720-	Scott Smith



				1	3077	
Kevids Lawn Care & Snow Removal, Inc	1347 S. Range Road	St. Clair	MI	4807 9	(810) 329- 3633	Kim French
M Schafer Lawn & Snow	2257 N. Gunn	Holt	MI	4884 2	(517) 699- 4351	Mark Schafer
Michigan Lawn Care	1573 Lawrence Road	Mayville	MI	4874 4	(989) 843- 6105	Gerald Welcome
Michigan Maintenance	510 Bronson	Big Rapids	MI	4930 7	(231) 796- 3802	Ed Skodak
Milner Fence Company	2094 Voight Street	St. Helen	MI	4865 6	(989) 389- 0847	Gary Milner
Picture Perfect Landscape	PO Box 486	Oscoda	MI	4875 0	(989) 739- 0552	Dan Hayes
Pierce Snowplowing & Lawncare	PO Box 227	Cedar Springs	MI	4931 9	(616) 696- 3862	Tommy Pierce
R & D Services Inc.	3432 26th	Hopkins	MI	4932 8	(269) 793- 7482	Ray Anderson
Randy Ertman	2719 Ash	Carleton	MI	4811 7	(734) 654- 6143	Randy Ertman
Southwest Michigan Lawn Service	PO Box 813	Mendon	MI	4907 2	(269) 506- 6207	Jeff Klepper

1.040 Project Plan

1.041 Project Plan Management

The Contractor shall provide a detailed plan identifying the process to monitor snowfall at the sites identified in Attachment A requiring automatic snow plowing and dispatching the plow trucks.

1. Contractor is a national Exterior Services Management company and watches and monitors storm fronts every day.
2. Contractor has contracted the Weather Service that provides snow accumulation totals within 48 hours after a snow event for each location that is managed.
3. Automatic snow plowing is performed by the Contractor Partners (CP's) when the snow accumulation reaches the minimal threshold as identified in Attachment A.
4. The CP's provide a Service Verification Ticket to the Contractor after each service. The Contractor matches the Service Ticket information against the snowfall amounts recorded for that day from the Weather Service. If the service does not match the weather, the customer is not invoiced.
5. For On Call locations, once approval is given by the CCI for the snow to be plowed, Contractor will dispatch a CP who is responsible for that location.

1.042 Reports

The Contractor shall provide a monthly report of the sites that required plowing services, the number of times each site and the cost associated with each time a site was plowed. The State reserves the right to request additional reports as needed.

1.050 Acceptance

1.051 Criteria

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



Upon notification by the Contractor that a site has been plowed, the MPSCS field staff may visit the site within 48 hours to confirm the plowing was done properly. If the MPSCS staff identify the plowing was not done in an acceptable manner, the CCI shall contract the Contractor for remediation, which should be completed within 24 hours of notification.

The Contractor will not be held responsible for additional snowfall at a site between the time the site was plowed and inspection of a site by MPSCS personnel.

1.052 Reserved

1.060 Pricing

1.061 Pricing

The Contractor shall be responsible for identifying costs and invoicing of services provided.

The Contractor will be responsible for supplying all equipment, personnel and associated costs to provide the snow plowing services.

1.062 Price Term

Prices quoted are firm for the entire length of the 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 any resulting Contract are used for the State's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, prices must not include the Federal Excise Tax.

1.064 Reserved

1.070 Additional Requirements

1.071 Reserved



Article 2, Terms and Conditions

2.000 Contract Structure and Term

2.001 Contract Term

The Contract is for a period of 3 years beginning January 14, 2014 through January 13, 2017. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

2.002 Options to Renew

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional one year periods.

2.003 Legal Effect

Contractor must show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the 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 the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

2.004 Attachments & Exhibits

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the 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 the Contract. All orders are subject to the terms and conditions of the 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 the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

2.006 Order of Precedence

(a) The Contract, including any Statements of Work and Exhibits, to the extent not contrary to the 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 the 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 the Contract, which may be modified or amended only by a formal Contract amendment.



2.007 Headings

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

2.008 Reserved

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 the 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 Michigan Public Safety Communications System (MPSCS) (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 the Contract. DTMB-Procurement **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within DTMB-Procurement for this Contract is:

William C. Walsh
Procurement
Department of Technology Management and Budget
Mason Bldg, 2nd Floor
PO Box 30026
Lansing, MI 48909
Email: walshw@michigan.gov
Phone: (517) 373-6535

2.022 Contract Compliance Inspector

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Chief Procurement Officer, DTMB-Procurement, in consultation with Michigan Public Safety Communications System (MPSCS) 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 the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB Procurement.** The CCI for this Contract is:



David Hayhurst, Enterprise Services Manager
Michigan Public Safety Communications System
4000 Collins Rd.
Lansing , MI 48910
HayhurstD@michigan.gov
Phone: (517) 333-5002
Fax: (517) 336-6222

2.023 Project Manager

The following individual will oversee the project:

MPSCS Site Maintenance Supervisor
Michigan Public Safety Communications System
4000 Collins Road
Lansing, MI 48910
Phone: (517) 333-5002
Fax: (517) 336-6222

2.024 Change Requests

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

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

Change Requests:

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

The Contractor must remit an administrative fee of 1% on all payments remitted to Contractor under this Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales.

Itemized purchasing activity reports should be mailed to DTMB-Procurement and the administrative fee payments shall be made by check payable to the State of Michigan and mailed to:

The Department of Technology, Management and Budget
Financial Services – Cashier Unit
Lewis Cass Building
320 South Walnut St.
P.O. Box 30681
Lansing, MI 48909



The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each quarter.

2.032 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.

2.033 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.

2.034 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.

2.035 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.

2.036 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

2.037 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").

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

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

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 CCI, after negotiation. Contractor must show verification of measurable progress at the time of requesting progress payments.

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 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

(a) The Contractor must provide the CCI with the names of the Key Personnel (ie. Contractor contact, accounts receivable, emergency contact, etc.)

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 Reserved

2.065 Reserved

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. 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 the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities.

2.067 Reserved



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 this Contract. If any part of the work is to be subcontracted, this Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

2.070 Subcontracting by Contractor

2.071 Contractor Full Responsibility

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

2.072 State Consent to Delegation

Contractor must not delegate any duties under this Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

2.073 Subcontractor Bound to Contract

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

2.074 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

2.075 Competitive Selection

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

2.080 State Responsibilities

2.081 Reserved



2.082 Reserved

2.090 Security

2.091 Background Checks

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

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 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 the Contract immediately after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.093 Reserved

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 the 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 the 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 have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed at any time. The Contractor must provide reasonable assistance for the State's representatives during inspections.

2.112 Retention of Records

(a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).

(b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records 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.

2.113 Examination of Records

(a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.

(b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with this Contract. The financial and accounting records associated with this Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of this Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under this Contract.

**2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

2.115 Errors

(a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.

(b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

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 signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (c) It is qualified and registered to transact business in all locations where required.
- (d) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (e) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

2.122 Reserved**2.123 Reserved****2.124 Reserved****2.125 Reserved****2.126 Reserved****2.127 Reserved**



2.128 Consequences For Breach

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

2.130 Insurance

2.131 Liability Insurance

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

- (a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.
- (b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.
- (c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.
- (d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.
- (e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.
- (f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.
- (g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.
- (h) The Contractor must provide, within five business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.
- (i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.
- (j) The Contractor is responsible for the payment of all deductibles.
- (k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' 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 require the Contractor to pay that cost upon demand.
- (l) 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 Michigan Attorney General.
- (m) The Contractor is required to pay for and provide the type and amount of insurance checked below:

(i) Commercial General Liability

Minimal Limits:

- \$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; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

- \$50,000 Each Occurrence



Additional Requirements:

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 the insurance policy contains a waiver of subrogation by the insurance company.

(ii) Umbrella or Excess Liability

Minimal Limits:

\$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

(iii) Motor Vehicle

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

(iv) Hired and Non-Owned Motor Vehicle

Minimal Limits:

\$1,000,000 Per Accident

Additional Requirements:

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.

(v) Workers' Compensation Insurance

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

(vi) Employers Liability

Minimal Limits:

\$100,000 Each Incident;
 \$100,000 Each Employee by Disease
 \$500,000 Aggregate Disease



Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

(vii) Employee Fidelity (Crime)

Minimal Limits:

\$1,000,000 Employee Theft Per Loss

Deductible Maximum:

\$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

(viii) Professional Liability (Errors and Omissions)

Minimal Limits:

\$3,000,000 Each Occurrence
\$3,000,000 Annual Aggregate

Deductible Maximum:

\$50,000 Per Loss

(ix) Medical Malpractice

Minimal Limits:

Deductible Maximum:

\$5,000 Each Occurrence

(x) Cyber Liability

Minimal Limits:

\$1,000,000 Each Occurrence
\$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a) unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

(xi) Property Insurance

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned 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 State must be endorsed on the policy as a loss payee as its interests appear.



2.132 Subcontractor Insurance Coverage

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.13.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

2.133 Certificates of Insurance

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 of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.13.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and **MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.**

2.140 Indemnification

2.141 General Indemnification

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 the 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 Reserved

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 Reserved

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 the 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, including attorney fees.

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 the 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 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 the 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.

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 Reserved

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 180 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 the 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 the 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 Reserved

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, the 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. 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 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 the 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 must comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., as amended, and all applicable federal, State and local fair employment practices and equal opportunity laws as amended. 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 the 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., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., as amended, 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 and any Subcontractor must comply with all applicable state and federal laws.

2.204 Reserved

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 and the Contractor expressly consents to personal jurisdiction in Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue. 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 attorneys' 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

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



2.233 Bankruptcy and Insolvency

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.

The Contractor must place 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 the 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 Reserved

2.243 Reserved

2.244 Excusable Failure

Neither party will be liable for any default, damage, or delay in the performance of its obligations that is caused by government regulations or requirements, power failure, electrical surges or current fluctuations, 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; 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 the 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 Reserved

2.252 Reserved

2.253 Reserved

2.254 Reserved

2.255 Reserved

2.256 Process for Approval of Services

The State Review Period for approval of Services is governed by the applicable Statement of Work (and if the Statement of Work does not state the State Review Period, it is by default 30 Business Days for Services). The State agrees to notify the Contractor in writing by the end of the State Review Period either stating that the Service is approved in the form delivered by the Contractor or describing any deficiencies that must be corrected before approval of the Services (or at the State's election, after approval of the Service). If the State delivers to the Contractor a notice of deficiencies, the Contractor must correct the described deficiencies and within 30 Business Days resubmit the Service in a form that shows all revisions made to the original version delivered to the State. The Contractor's correction efforts must be made at no additional charge. Upon implementation of a corrected Service from Contractor, the State must have a reasonable additional period of time, not to exceed the length of the original State Review Period, to review the corrected Service for conformity and that the identified deficiencies have been corrected.

2.257 Reserved

2.258 Final Acceptance

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

**2.260 Ownership**

2.261 Reserved

2.262 Reserved

2.263 Reserved

2.264 Reserved

2.270 State Standards

2.271 Reserved

2.272 Reserved

2.273 Reserved

2.274 Reserved

2.280 Extended Purchasing Program

2.281 Reserved

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 the Contract.

Environmental Performance:

Waste Reduction Program: Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the 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

MPSCS Site Number	Address	City	State	Frequency	Price Per Push	Estimated	Extended	Price to Plow	Price for
						Number of Pushes Per Year	Cost for One Year	Use With Loader (per hour)	Dump Truck Hauling (per hour)
6702	1501 N Holland Rd, NW	Stanton	MI	4" Trigger	\$ 164.00	6	\$ 984.00	\$ 212.00	\$ 147.00
2102	1491 E ROMEO RD	LEONARD	MI	6" Trigger	\$ 138.00	6	\$ 828.00	\$ 212.00	\$ 147.00
2402	4635 Myron Rd	Lakeport	MI	6" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
3604	4448 N Fairview Rd	West Branch	MI	6" Trigger	\$ 138.00	6	\$ 828.00	\$ 212.00	\$ 147.00
3902	1199 Sanilac Rd	Caro	MI	6" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
1202	10100 Hickory Ridge	Holly	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
1402	2875 West Johnson Rd	Ithaca	MI	8" Trigger	\$ 148.00	6	\$ 888.00	\$ 212.00	\$ 147.00
1502	1210 W Grand River Rd	Owosso	MI	8" Trigger	\$ 199.00	6	\$ 1,194.00	\$ 212.00	\$ 147.00
2404	4238 MELDRUM RD	CASCO	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
2502	26866 Will Carlton Rd	Flat Rock	MI	8" Trigger	\$ 164.00	6	\$ 984.00	\$ 212.00	\$ 147.00
2602	7778 Jackson Rd	Ann Arbor	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
2802	11073 N CUSTER RD	DUNDEE	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
3102	3464 E Baker Rd	Midland	MI	8" Trigger	\$ 90.00	6	\$ 540.00	\$ 212.00	\$ 147.00
3104	2351 S Lewis Rd	St. Louis	MI	8" Trigger	\$ 199.00	6	\$ 1,194.00	\$ 212.00	\$ 147.00
3202	233 Bear Creek Rd	Sterling	MI	8" Trigger	\$ 110.00	6	\$ 660.00	\$ 212.00	\$ 147.00
5104	12826 S 29th St	Vicksburg	MI	8" Trigger	\$ 137.00	6	\$ 822.00	\$ 212.00	\$ 147.00
5304	8516 Chapel Rd	Niles	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
5602	679 135TH AVE	WAYLAND	MI	8" Trigger	\$ 108.00	6	\$ 108.00	\$ 212.00	\$ 147.00
5604	12285 M-89b	Plainwell	MI	8" Trigger	\$ 108.00	6	\$ 108.00	\$ 212.00	\$ 147.00
5704	15756 11 Mile Rd	Battle Creek	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
5802	4370 Swift Rd	Nashville	MI	8" Trigger	\$ 164.00	6	\$ 984.00	\$ 212.00	\$ 147.00
5904	53661 Correll Rd	Leonidas	MI	8" Trigger	\$ 108.00	6	\$ 648.00	\$ 212.00	\$ 147.00
6102	12781 Shaner Ave	Cedar Springs	MI	8" Trigger	\$ 189.00	6	\$ 1,134.00	\$ 212.00	\$ 147.00



6104	2707 Honey Creek Ave, NE	Ada	MI	8" Trigger	\$ 108.00	6	\$ 648.00	\$ 212.00	\$ 147.00
6202	1911 W 2 Mile Rd	Baldwin	MI	8" Trigger	\$ 102.00	6	\$ 612.00	\$ 212.00	\$ 147.00
6306	1383 S Vandecar Rd	Mt. Pleasant	MI	8" Trigger	\$ 137.00	6	\$ 822.00	\$ 212.00	\$ 147.00
6804	7788 W Scott Rd	Belding	MI	8" Trigger	\$ 115.00	6	\$ 690.00	\$ 212.00	\$ 147.00
7309	4910 Beal Rd	South Branch	MI	8" Trigger	\$ 213.00	6	\$ 1,278.00	\$ 212.00	\$ 147.00
7509	10383 E West Branch	St. Helen	MI	8" Trigger	\$ 164.00	6	\$ 984.00	\$ 212.00	\$ 147.00
7808	2083 TOWER DR	VANDERBILT	MI	8" Trigger	\$ 225.00	6	\$ 1,350.00	\$ 212.00	\$ 147.00
8203	16113 CAMP 6 RD	NEWBERRY	MI	8" Trigger	\$ 110.00	6	\$ 660.00	\$ 212.00	\$ 147.00
8807	US – 141	Covington	MI	8" Trigger	\$ 110.00	6	\$ 660.00	\$ 212.00	\$ 147.00

MPSCS Site Number	Address	City	State	Frequency	Price Per Hour	Year	Estimated	Price to Plow	Price for
							Number of Hours Per Year	Extended Cost for One Year	Use With Loader (per hour)
1102	7200 N. Canal Rd.	Diamondale	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
1106	716 S. Harrison Rd	East Lansing	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
1702	12500 Hannewald Rd	Munith	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
1704	2212 O'leary Rd #2	Jackson	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
1802	2298 N Adrian Hwy	Adrian	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
1804	3549 Townley	Rollin	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
1902	4700 Cole Rd	Hillsdale	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2104	44608 Elizabeth Way	Clinton Township	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2106	22165 Beech Rd.	Southfield	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2405	5200 Taft Rd.	St.Clair	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2407	8254 County Park dr.	St.Clair	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2604	8400 Five Mile Rd.	Northville	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2606	3400 Bemis Rd.	Ypsilanti	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2607	219 Ann Arbor St.	Manchester	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2804	9505 Brandon Rd.	Newport	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00



2805	7000 Dunbar Rd.	Monroe	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
2806	6705 Clark Rd.	Ottawa Lake	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3106	528 Watson Rd.	Hemlock	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3204	25 E Bissonette Rd	Oscoda	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3206	5843 Whittemore Rd	National City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3302	3300 Soper Rd	Bad Axe	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3304	5793 Sandbeach	Harbor Beach	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3402	135 Orval Dr	Sandusky	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3502	McKinley & Carpenter	Flushing	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3503	Marshall & Farrand	Montrose	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3504	6110 E. Frahceis Rd.	Mt Morris	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3505	Coldwater Rd & SR 54	Flint	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3507	6370 Ray Rd.	Schwartz Creek	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3702	4758 W. Margaret Ct.	Bridgeport	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3703	9000 Blk. Sharon Rd.	St. Charles	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
3802	5854 N Lapeer Rd	Columbiaville	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
5102	43455 60th Ave.	Paw Paw	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
5402	3876 Red Arrow Hwy	Benton Harbor	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
5502	2383 Deannie St	Fennville	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
5504	855 Sunset Dr	South Haven	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
5702	13549 27 Mile Rd	Albion	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6001	4983 11 Mile Rd.	Rockford	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6201	2 1/2 Mile Rd.	Luther	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6204	12809 Northland	Big Rapids	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6205	6544 4 Mile Rd.	Halls Corner	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6206	Sunrise Lake Road	Leroy	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6304	5575 E Townline Lk Rd1	Harrison	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6305	5791 Cadillac Dr	Lake	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6402	419 N. Broton	Muskegon	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6404	12791 68th Ave	Allendale	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00



6408	Holton-Whitehall Rd.	Camp Hardy	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6504	5115 E. 48th St.	Croton	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6506	7697 W. 8th.	Hesperia	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6508	10520 N. Woodbridge	Woodstock Park	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6602	7900 N. Reek Rd.	Freesoil	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6603	N. Washington St.	Ludington	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6604	5324 S. Brunson Rd.	Bucks Corner	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6605	9160 N. Oceana Dr.	Pentwater	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6606	1146 N. Star Hill Rd.	Hart	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
6802	1720 I-96 West	Portland	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7101	1099 Pitt Rd.	Leland	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7103	11223 S. Benzonia Trail	Empire	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7105	20695 St Johns Rd.	Interlochen	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7106	687 N. Zimmerman Road	Beulah	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7107	687 N. Zimmerman Rd.	Beulah	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7108	South Bugai Rd & M72 West	Traverse City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7202	S.R. M-33 at Merchant Rd.	Cheboygan	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7203	Afton and Goose Lake Roads	Wolverine	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7204	6200 Meredith Rd.	Rogers City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7205	Cordwood Point	Cordwood	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7206	N Allis Hwy.	Ocqueoc	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7207	14000 E. Grand Lake Hwy.	Alpena	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7209	W. County Hwy. 634	Royston	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7302	4800 Marquardt Rd.	Gaylord	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7304	WCML PBS Broadcasting	Atlanta	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7307	2255 Mt. Tom Rd.	Mio	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7308	Hillside Trail	Atlanta	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7402	13700 Park Rd.	Alpena	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7405	10575 M-65	Curran	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00



7407	U.S. Hwy 23 Alcon	Black River	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7408	2941 Hubbard Lake Rd.	Spruce	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7409	5165 M-72	Barton City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7502	Marlette Rd.	Waters	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7504	Co Rd. 608	Lovells	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7506	8065 South Merrio Rd.	Roscommon	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7603	10530 East 22 Rd.	Manton	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7604	2123 S. 9 Mile Rd.	Falmouth	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7605	8340 N. M-37	Mesick	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7608	10580 West 44 Rd.	Wellston	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7609	1689 W. 36 Rd.	Boon	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7702	4710 Schoedel Rd.	Onekema	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7704	11221 Glovers Lake Rd.	Bear Lake	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7706	75 Benton Rd.	Mesick	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7802	500 E Gill Rd	Bliss	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7803	Warick Rd.	Harbor Springs	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7804	5200 King Rd.	Petoskey	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7805	Robinson Road	Good Hart	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7807	Beaver Island DNR Station	St. Johns	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7809	US 31 and Brown Rd	Atwood	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7901	11485 Brown Rd.	Atwood	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7904	Morris Rd.	Chestonia	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7905	Dundas Rd	Rapid City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7906	N. Crooked Lake Rd.	Deward	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
7908	Sharon Rd.	Sharon	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8001	180 US Hwy. 41 East	Negaunee	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8101	N3015 County Rd. 510	Big Bay	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8103	2600 Co. Rd AG	Champion	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8104	CR 601	Republic	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8105	3926 M-35	Negaunee	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00



8106	17995 RA Rd.	Rock	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8107	W845 Baur Rd.	Foster City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8108	178 Hwy. 41	Marquette	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8109	County Road 510	Negaunee	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8201	E20640 Adams Trail	Grand Marais	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8202	27857 407 County Rd.	Negaunee	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8204	2480 S. M-123	Eckerman	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8205	83000 N. Laurie Lake Rd	Paradise	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8207	W 10810 Hiawatha Trail	Naubinway	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8208	432 County Rd.	Gould City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8301	118 M-123	Ozark	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8303	109 Cheseeman	St. Ignace	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8305	N-5559 Webb Rd.	Hessell	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8401	11115 42nd Rd. (Hiawatha NF)	Masonville	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8403	EE 25 Rd.	Rapid River	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8405	8522W M-94	Manistique	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8407	7038RR.75 Lane	Garden	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8505	3187 18th. Lane	Escanaba	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8602	N8552 M-95	Iron Mountain	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8608	Millie Hill	Iron Mountain	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8700	N13859 Black River Rd.	Ironwood	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8701	Porcupine Mtn.	Silver City	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8702	11112 US-2	Wakeland	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8703	1230 M-26	Greenland	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8704	1111 CountyRd 505	Ironwood	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8705	1111 Z East End Rd.	Bessemer	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8706	175 Choate Rd.	Bruce Crossing	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8707	11111 Stage Coach Rd.	Marinesco	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8708	340 Old M-64	Bergland	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8709	E23880 N Bass Lake Rd.	Watersmeet	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00



8801	Tomm Tower	Donken	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8802	3027 Luoto	Pelke	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8805	L-3200-E Herman Rd.	L'Anse	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8809	A 4976 N. Skanee	Skanee	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8905	N11519 Lucke Lane	Powers	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8907	W6179 Sobieski Road	Menominee	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
8909	W7973 Maple Lane	Vulcan	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9002	Lizzadro Farm Road	Gratiot Lake	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9003	No address	Copper Harbor	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9004	Eagle Harbor Cutoff Road	Eagle Harbor	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9006	58615 Bumbletown Road	Galloway	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9007	19866 Haapapuro Road	Houghton	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9008	1288 County Line Road	Kenton	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9101	N5461 N. Sundell Rd	Rumely	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9102	N 7400 St. Martin Hill Rd.	Munising	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9104	N9933 Hwy. H-58 (Adams Trail)	Munising	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9106	10737 N. Old Seney Rd	Seney	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9201	177 Warner Mine Rd.	Amasa	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9203	5167 US-2	Crystal Falls	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9207	2339 W. US-2	Crystal Falls	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9301	496 S. M-129	St. Ste. Marie	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9302	16910 M-28	Raco	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9308	20351 E. M-48	DeTour	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00
9309	33344 E. Johnswood Dr.	Lincoln	MI	On Call	\$ 142.00	6	\$ 852.00	\$ 212.00	\$ 147.00

Estimated
Total for 1
Year \$159,120.00

Estimated
Total for 3
Years \$477,360.00