Form No. DTMB-3521 (Rev. 5/2015)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract change will not be executed unless form is filed

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

CHANGE NOTICE NO. 1

to

CONTRACT NO. 071B4300123

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
DMC Consultants, Inc.	Mike Chaudhary	mike@dmcgroupusa.com
13500 Foley Street	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
Detroit, MI 48227	313-491-1815	1128

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	Various	See Attachment C		
CONTRACT ADMINISTRATOR	DTMB	Lymon C. Hunter, CPPB	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY

DESCRIPTION: Asbestos Abatement Services- Capitol, North and Secondary Complex and Metro Region
This is an optional use contract

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
June 1, 2014	May 31, 2017	2 one year	May 31, 2017
PAYMENT TERMS	**F.O.B.**	**SHIPPED TO**	
N/A	N/A	N/A	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☐ Yes ☒ No
MINIMUM DELIVERY REQUIREMENTS	
N/A	

DESCRIPTION OF CHANGE NOTICE

EXTEND CONTRACT EXPIRATION DATE	EXERCISE CONTRACT OPTION YEAR(S)	EXTENSION BEYOND CONTRACT OPTION YEARS	LENGTH OF EXTENSION/OPTION	EXPIRATION DATE AFTER CHANGE
☒ No ☐ Yes	☐	☐		May 31, 2017

CURRENT VALUE	VALUE/COST OF CHANGE NOTICE	ESTIMATED REVISED AGGREGATE CONTRACT VALUE
$1,179,526.80	0	**$1,179,526.80**

DESCRIPTION:
Section 2.204 – Prevailing Wage is hereby included into this contract effective December 15, 2015, which reads as follows: "This Contract and any subcontract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements." Also, the unit prices reflected on Attachment B, Price Sheet Summary as well as the Emergency/Miscellaneous rates have been modified by 6% effective January 1, 2016. All other terms, conditions, and specifications remain the same. Per vendor and agency agreement, and DTMB Procurement approval.

Attachment B, Revised Pricing Sheet Summary

Waste disposal costs will be included in the Contractor's unit cost. A separate charge will be allowed for a project mobilization fee. Separate charges will not be permitted for air monitoring, equipment decontamination, overhead or other costs inherent to asbestos abatement. Unit costs shall be provided in dollars per square foot ($/SF) and dollars per linear foot ($/LF) as indicated.

Standard Time = Monday – Friday 8:00 AM to 5:00 PM

	Abatement		Reinstall & Label
Material	$ / LF	$ / SF	$ / LF
Floor tile		$1.33	
Floor tile; NPE		$1.33	
Floor tile; Heat (infrared) removal		$2.12	
Floor tile; Negative Exposure Assessment (NEA)		$1.33	
Roof felt/flashing, Negative Exposure Assessment (NEA)		$3.45	
Mastic		$1.27	
Pipe insulation (1-4" pipe diameter)	1" diameter $14.84 2" diameter $14.84 3" diameter $14.84 4" diameter $14.84		1" diameter $12.72 2" diameter $13.78 3" diameter $14.31 4" diameter $14.84
Pipe insulation (5-8" pipe diameter)	5" diameter $19.08 6" diameter $19.08 7" diameter $19.08 8" diameter $19.08		5" diameter $21.20 6" diameter $21.20 7" diameter $19.08 8" diameter $21.20
Pipe insulation (9-12" pipe diameter)	9" diameter $26.50 10" diameter $26.50 11" diameter $26.50 12" diameter $26.50		9" diameter $30.74 10" diameter $31.80 11" diameter $31.80 12" diameter $34.98
Pipe fitting insulation (1-4" pipe diameter)	1" diameter $14.31 2" diameter $14.31 3" diameter $14.31 4" diameter $14.31		1" diameter $15.90 2" diameter $19.08 3" diameter $21.20 4" diameter $26.50
Pipe fitting insulation (5-8" pipe diameter)	5" diameter $21.20 6" diameter $21.20 7" diameter $21.20 8" diameter $21.20		5" diameter $41.34 6" diameter $37.10 7" diameter $37.10 8" diameter $42.40
Pipe fitting insulation (9-12" pipe diameter)	9" diameter $37.10 10" diameter $37.10 11" diameter $37.10 12" diameter $37.10		9" diameter $53.00 10" diameter $53.00 11" diameter $58.30 12" diameter $58.30
Lagging/repairing TSI		$9.54	
TSI on ducts, vessels, etc.		$6.89	$10.60
Acoustical surface material		$7.42	
Fire proofing		$14.84	$14.84
Suspended ceiling tile		$2.54	
Cleaning floors and surfaces with ACM debris		$2.07	

Actual work hours to be determined for each project.

Weekday Premium = Sunday – Friday 5:00 PM to 8:00 AM %_3___

Weekend = 5:00 PM Friday – 5:00 PM Sunday %_28___

Holiday = %_42____

The following days are considered holiday and will be compensated at the holiday rate shown above.

New Year's Day - January 1st, Memorial Day, Independence Day - July 4th

Labor Day, Thanksgiving Day, Christmas Day

Mobilization/ De-Mobilization fee (Lansing area projects): $ **_475.00__** per project

Mobilization/ De-Mobilization fee (Out state facilities): $ **_475.00__** per project

Emergency/Miscellaneous Activities not included above:

Standard: $ __67.00__ per hour; Weekday Premium: $ _71.00__ per hour

Weekend: $ __83**.00**__ per hour; Holiday: $ **_87.00___** per hour

Miscellaneous Material Items – Reimbursed at unit cost

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
COMPLETION: Required
PENALTY: Contract will not be executed unless form is filed

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. 071B4300123
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
DMC Consultants, Inc.	Mike Chaudhary	mike@dmcgroupusa.com
13500 Foley Street	TELEPHONE	CONTRACTOR #, MAIL CODE
Detroit, MI 48227	313-491-1815	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	Various	See Attachment C		
BUYER:	DTMB	Lymon C. Hunter	517-284-7015	hunterl@michigan.gov

CONTRACT SUMMARY:

DESCRIPTION:

Asbestos Abatement Services- Capitol, North and Secondary Complex and Metro Region
This is an optional use contract

INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	June 1, 2014	May 31, 2017	2 one year
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:	AVAILABLE TO MiDEAL PARTICIPANTS
☐ P-card ☐ Direct Voucher (DV) ☐ Other	☒ YES ☐ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$1,179,526.80

Form No. DTMB-3522 (Rev. 4/2012)
AUTHORITY: Act 431 of 1984
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CONTRACT NO. 071B4300123

between

THE STATE OF MICHIGAN

and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
DMC Consultants, Inc.	Mike Chaudhary	mike@dmcgroupusa.com
13500 Foley Street	TELEPHONE	CONTRACTOR #, MAIL CODE
Detroit, MI 48227	313-491-1815	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	Various	See Attachment C		
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3 years	June 1, 2014	May 31, 2017	2 one year
PAYMENT TERMS	**F.O.B**	**SHIPPED**	**SHIPPED FROM**
N/A	N/A	N/A	N/A

ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS	
☐ P-card	☐ Direct Voucher (DV)	☐ Other	☒ YES	☐ NO

MINIMUM DELIVERY REQUIREMENTS:

N/A

MISCELLANEOUS INFORMATION:

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:	$1,179,526.80

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #07114114B0000993**. Orders for delivery will be issued directly by the State Agency through the issuance of a Purchase Order Form.**

Notice of Contract #: 071B4300123

FOR THE CONTRACTOR:	**FOR THE STATE:**
DMC Consultants, Inc.	
Firm Name	Signature
	Rebecca Cook, Commodities Division Director
Authorized Agent Signature	Name/Title
	DTMB Procurement
Authorized Agent (Print or Type)	Enter Name of Agency
Date	Date

STATE OF MICHIGAN
Department of Technology Management and Budget
DTMB-Procurement

Contract No. 071B4300123

Asbestos Abatement Services – Capitol, North, Secondary Complexes & Metro Region

Buyer Name: Lymon C. Hunter, CPPB
Buyer Direct Telephone Number: 517.241.1145
Toll-Free Office Number: 855-MI-PURCH (855-647-8724)
E-Mail Address: HunterL@michigan.gov

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Attachment A, – State of Michigan Construction Standards

Attachment, B, Pricing Sheet Summary

Attachment C, State of Michigan Building Locations

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.

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 is a Contract for Asbestos Removal Services for various State of Michigan facilities in the Capitol, Secondary and North Complexes in Lansing, Michigan, as well as the Metro Region. The Metro Region consists of four counties that include Wayne, Oakland, Macomb and Port Huron.

1.012 Reserved

1.020 Scope of Work and Deliverables

1.021 In Scope
This is an optional use contract for all state departments, and entities under Extended Purchasing.
The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the Contract. Scope of work will range from incidental glovebag removal to large-scale abatement. Work will be on an ad-hoc basis and Contractor will be expected to respond within 24 hours.

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:

A. OBJECTIVES

General:

1. Labor and materials for the removal of limited quantities of asbestos containing materials (ACM) as identified by the State and located in building areas at State-managed facilities.
2. This service is to be billed as indicated on the Attachment, C, Pricing Sheet Summary.

B. SPECIFIC REQUIREMENTS/SPECIFICATIONS

Contractor RESPONSIBILITIES

The specific responsibilities of the Contractor regarding this Contract are as follows:

1. Removal of asbestos containing material, re-insulate with asbestos free products and reinstall labeling as identified by State of Michigan Construction Standards ***(See Attachment A)***. The Contractor will dispose of asbestos containing material removed from the building in compliance with all state and federal regulations. Contractor must also be a licensed asbestos abatement Contractor and maintain the license throughout the Contract period. In addition, Contractor must apply for and receive all permits, and/or notifications and meet all regulatory standards including payment of required fees. This service is to be billed as indicated on the Attachment, C, Pricing Sheet Summary. Payment for services rendered will be made when work is completed and final documentation of the disposal manifest has been received by the Contract Compliance Inspector (CCI).

2. Conduct and Standard of Work – Unless otherwise provided herein, the Contractor with due diligence shall furnish all necessary qualified personnel, material and equipment, managing and directing them to complete the work. In determining whether or not the Contractor has performed with due diligence hereunder, it is agreed and understood that the CCI may measure the amount and quality of the Contractor's effort against the specifications. The Contract Compliance Inspector hereunder shall

monitor the Contractor's work. The Contract Compliance Inspector may issue written or oral instructions to clarify details in the specifications or give written or oral direction in addition to those in the specifications with which the Contractor must fully comply. ***Coordination and oversight of asbestos removal activities, including air and bulk sampling as necessary, will be conducted under a separate contract with a professional industrial hygiene firm.***

C. STATE RESPONSIBILITIES

The State, in accordance with the general purposes and objectives of this Contract, will:

1. Each respective CCI, or it's designee will provide such special reporting forms, administrative support services, and/or other assistance to the Contractor as may be required and detailed in attachments to this Contract.

2. The DTMB Design and Construction Division's Industrial Hygiene Consultant will provide cassette analysis for Contractor Permissible Exposure Limit (PEL) and Short Term Exposure Limit (STEL) air monitoring for Design and Construction managed asbestos abatement projects.

Methods

The Contractor will be expected to work under the direction of a State of Michigan Contract Compliance Inspector and a ***Contract Industrial Hygiene Consulting firm***.
The Contractor will submit to the CCI, Standard Operating Procedures for all-asbestos activities and quality assurance processes upon request.

1.030 Roles and Responsibilities

1.031 Reserved

1.040 Project Plan

1.041 Reserved

1.042 Reports
The State reserves the right to request reports.

1.050 Acceptance

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

Payment for services rendered will be made when work is completed, the CCI has inspected and approved the jobsite, and final documentation of the disposal manifest has been received by the CCI. In the event re-work is necessary, 5 business days is the maximum length of time for Contractor to complete asbestos abatement activities. Payment will be made according to the Attachment, C, Pricing Sheet Summary. Invoices must contain the contract number, location of service, dates of service, description of service and quantities.

1.052 Reserved

1.060 Pricing

1.061 Pricing

For authorized Services and Price List, see Attachment C, Pricing Sheet Summary.

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

1.062 Price Term

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for performing according to the Contract terms at the Contract price for all orders received before price revisions are approved or before the Contract is cancelled.

1.063 Tax Excluded from Price

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

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

1.064 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 June 1, 2014 through May 31, 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. The Contract may be renewed for up to 2 additional 1 year periods**.** The state reserves the right to exercise one or more renewal options at one time or to exercise only a part of an option year.

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
Any inconsistency in the terms associated with this Contract will be resolved by giving precedence to the terms in the following descending order:
(a) Mandatory sections (2.1.1, Contract Term, 2.24.9, Legal Effect, 2.2.2, Payment Deadlines, 2.14, Insurance, 2.15, Indemnification, 2.16, Termination, 2.23, Governing Law, 2.15.7, Limitation of Liability);
(b) The most recent Statement of Work related to this Contract;
(c) All sections from Article 2 - Terms and Conditions, not listed in subsection (a);
(d) Any other attachment or exhibit to the Contract documents;
(e) Any Purchase Order, Direct Voucher, or Procurement Card Order issued under the Contract; and
(f) Bidder Responses contained in any of the RFP documents.

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

2.009 Reformation and Severability
Each provision of the Contract is severable from all other provisions of the Contract and, if one (1) or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

2.010 Consents and Approvals
Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the 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 the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

2.012 Survival
Any provisions of the 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 the Contract for any reason. Specific references to survival in the 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
The Contract is issued by the Department of Technology Management and Budget, DTMB-Procurement and multiple State Agencies identified within this document (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 the Contract is as stated on the Contract cover sheet.

2.022 Contract Compliance Inspector
After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Director of Procurement, in consultation with various state agencies, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of 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 each location is as stated on the purchase order.

2.023 Reserved

2.024 Change Requests
The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the 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 the Contract.

2.025 Notices

Any notice given to a party under the 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 the 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 the Contract.

2.028 Covenant of Good Faith

Each party must act reasonably and in good faith. Unless stated otherwise in the 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 the Contract.

2.029 Assignments

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the 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 the 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 the 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 the 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 the Contract that all payments must be made to one (1) entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the 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 the 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 the 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 the 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 the 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 the 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 the 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 the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

2.044 Invoicing and Payment – In General
(a) Each Statement of Work issued under the 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 the 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 the 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 the 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 the Contract must constitute a waiver of all claims by Contractor against the State for payment under the 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 the 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 the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

2.062 Contractor Key Personnel

(a) The Contractor must provide the CCI with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. If the State disapproves an individual, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract.

(e) The Contractor must notify the CCI and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

(f) Liquidated damages may be assessed by the State for Unauthorized Removal as provided in Section 2.243, Liquidated Damages.

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

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining

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

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

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

2.066 Cooperation with Third Parties
Contractor 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 Contractor Return of State Equipment/Resources
The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

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

2.070 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 the 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 the 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 the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the 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 the Contract will not relieve Contractor of any obligations or performance required under the 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 the Contract.

2.080 State Responsibilities

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

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

2.090 Security

2.091 Background Checks
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.

2.100 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 the 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 the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the 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 the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

2.103 Reserved

2.104 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.

2.105 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.

2.106 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 within 72 hours after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

2.107 Respective Obligations
The parties' respective obligations under this Section must survive the termination or expiration of the 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 the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the 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 the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.

(b) **Reserved**

(c) **Reserved**

(d) **Reserved**

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

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

(g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Contract. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.

(h) 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 the 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) Pollution Liability and Asbestos Pollution Liability (Errors and Omissions)**

Minimal Limits:
$1,000,000 Each Occurrence
$2,000,000 Annual Aggregate

Additional Requirements:
Coverage must be applicable to the work being performed, including completed operations equal to or exceeding statute of repose. Coverage should not have exclusions or limitations related to Transportation (upset overturn, spills during loading/unloading), Hazardous Materials Handling, and Non Owned Disposal site liability.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Additional Insured.

☐ **(ix) Medical Malpractice**

Minimal Limits:
(Small Provider)$200,000 Each Occurrence
$600,000 Annual Aggregate

(Large Provider)$1,000,000 Each Occurrence
$3,000,000 Annual Aggregate

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 the 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 Code Indemnification

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

2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

2.144 Patent/Copyright Infringement Indemnification
The Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

2.145 Continuation of Indemnification Obligations
The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the 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 the 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 the 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 the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the 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 the 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 the 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 the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the 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 the Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates the 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 the Contract for a termination for convenience.

2.153 Termination for Convenience
The State may terminate the 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 the 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 the 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 the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the 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 the Contract extends for several fiscal years, continuation of the Contract is subject to appropriation or availability of funds for the Contract. If funds to enable the State to effect continued payment under the Contract are not appropriated or otherwise made available, the State must terminate the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the Contract and which are resulting from the 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 the 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 the 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 the 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 the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

2.158 Reservation of Rights

Any termination of the 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 the Contract, for convenience or cause, or if the 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 the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 24 hours. These efforts must include, but are not limited to, those listed in **Sections 2.171, 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 the 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 Contractor Software Transition
The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

2.175 Transition Payments
If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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 the 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
A claim between the State and the Contractor is not subject to the provisions of Section 2.192, Informal Dispute Resolution, where a party makes a good faith determination that a breach of the Contract by the other party will result in damages so immediate, so large or severe, and so incapable of adequate redress that a temporary restraining order or other injunctive relief is the only adequate remedy.

2.194 Continued Performance
Each party agrees to continue performing its obligations under the 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 the 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 the 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 the 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 the 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 the 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 the 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
The 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 the 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.

The State's liability for damages to the Contractor is limited to the value of the 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 the 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 the Contract would cause a reasonable party to be concerned about:

(i) the ability of Contractor (or a Subcontractor) to continue to perform the 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 the 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 the 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 the 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 the Contract.

2.233 Bankruptcy and Insolvency
The State may, without prejudice to any other right or remedy, terminate the 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 the 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 the 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 the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

2.250 Approval of Deliverables

2.251 Delivery Responsibilities - Reserved

2.252 Delivery of Deliverables - Reserved

2.253 Testing - Reserved

2.254 Approval of Deliverables, In General - Reserved

2.255 Process For Approval of Written Deliverables - 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 5 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 Rights in Data

All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("**State Data**"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.

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 Extended Purchasing Program

The Contract will be extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon mutual written Contract between the State of Michigan and the Contractor, this Contract may be extended to (a) State of Michigan employees, or (b) other states (including governmental subdivisions and authorized entities
If extended, the Contractor must supply all goods and services at the established Contract prices and terms. The State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

The Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis."

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 the 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

STATE OF MICHIGAN CONSTRUCTION STANDARDS

STATE SPECIFIC REQUIREMENTS

Division 22 and 23 - MECHANICAL IDENTIFICATION

PART 1 - GENERAL

1.1 SUMMARY

1. Provide all labor, materials, and equipment as necessary to complete all work as specified herein.
2. Section Includes: Mechanical identification devices.

1.2 REFERENCES

1. ANSI/ASME A13.1 - Scheme for the Identification of Piping Systems
2. OSHA 29 CFR Part 1910 - Occupational Exposures to Hazardous Chemicals in Laboratories
3. Construction Specifications Institute (CSI), MasterFormat, CSINET.ORG

1.3 QUALITY ASSURANCE

1. Identification devices shall conform to applicable Codes and Standards except as otherwise modified and supplemented herein.
2. ANSI/ASME A13.1
3. OSHA 29 CFR Part 1910

PART 2 - PRODUCTS

2.1 MANUFACTURERS

1. Acceptable Manufacturers: Seton Name Plate Co., Emed, Marking Services Inc., or approved equal. The awarded Contractor seeking to use an alternate manufacturer should obtain prior written approval from the respective CCI.

2.2 PIPE MARKERS

1. Indoor pipe size 6" and smaller shall be labeled using Setmart □Snap-Around Markers□, or approved equal. Indoor pipe over 6" in size shall be labeled using Setmart □Strap-Around Markers□, or approved equal. The awarded Contractor seeking to use an alternate pipe marker should obtain prior written approval from the respective CCI.
2. Outdoor pipe over 6" in size shall be labeled using Setmart □Ultra-mart□, or approved equal. The awarded Contractor seeking to use an alternate pipe marker should obtain prior written approval from the respective CCI.

3. Legends shall be as follows:

1. General Services
    1. Compressed Air - Control
    2. Compressed Air - Laboratory
    3. Distilled Water
    4. Domestic Cold Water Domestic Hot Water Supply
    5. Domestic Hot Water Return
    6. Fire Protection Water
    7. Natural Gas
    8. Sanitary Waste
    9. Storm Waste
    10. Vacuum - cleaning
    11. Vacuum - laboratory
    12. Vent

2. Heating and Air Conditioning
    1. Chilled Water Supply
    2. Chilled Water Return
    3. Condenser Water Supply
    4. Condenser Water Return
    5. Energy Recovery
    6. High Pressure Condensate
    7. Medium Pressure Condensate
    8. Low Pressure Condensate
    9. Pumped Condensate Return
    10. High Pressure Steam (80 PSI and above)
    11. Medium Pressure Steam (16 PSI to 80 PSI)
    12. Low Pressure Steam (15 PSI and below)
    13. Refrigeration - Hot Gas
    14. Refrigeration - Liquid
    15. Refrigeration - Suction
    16. Heating Water Supply
    17. Heating Water Return
    18. Process Water

3. Special Services: Special piping systems such as oxygen, nitrogen, nitrous oxide, etc. shall have markers with appropriate wording for the type of service.

IDENTIFICATION OF VALVES

4. Valve tags shall be 19 gauge brass, 1-1/2" diameter round with 3/16" top hole. Each tag shall be stamped and black filled with 1/4" service indicator on the top line and 1/2"numbers below. No painted tags will be accepted.

5. Top line legends shall be as follows:
   1. Chilled Water Supply
   2. Chilled Water Return
   3. Condenser Water Supply
   4. Condenser Water Return
   5. Low Pressure Steam
   6. Medium Pressure Steam
   7. High Pressure Steam
   8. Condensate
   9. Pumped Condensate
   10. Hot Water Heating Supply
   11. Hot Water Heating Return
   12. Fire Protection
   13. Domestic Cold Water
   14. Domestic Hot Water
   15. Domestic Hot Water Return
   16. Compressed Air
   17. Natural Gas
   18. Pure Water

6. Number sequences shall be from 1 thru 999 for all legends.

7. Tags shall be fastened to valves with #16 solid brass jack chain.

2.3 IDENTIFICATION OF EQUIPMENT

1. Equipment nameplates shall be engraved laminated plastic, large enough to be easily read, and in general attached by two (2) screws.

PART 3 - EXECUTION

3.1 INSTALLATION

1. Pipe and Duct Labeling

   1. All pipe lines and ductwork in accessible locations such as tunnels, equipment rooms, equipment crawl spaces, air plenums, etc., and in all exposed areas at each riser, shall be marked with appropriate markers and flow arrows.
   2 Markers shall be applied adjacent to all valves, branch connections, where pipes pass through walls and floors, at all major changes in direction, and every 50' in a straight run.
   3. All ductwork zones and equipment shall also be marked.
   4. Pipe or insulation surface shall be clean and dust free before the label is applied.

2. Valve Labeling

   1. All valves and regulators (except those directly serving equipment) shall be provided with a brass tag securely wired in place on the valve stem below the packing gland nut. Tags shall clearly indicate the part of system, or room name and/or number controlled by the valve.

2. Furnish four (4) hot-press laminated typewritten copies of valve schedule, giving valve number controlled by the valve and location of valve. One copy will be mounted on a directory board in the main mechanical room, and one copy will be placed in each of the three mechanical brochures.
3. Prepare separate directories and drawings for the plumbing, heating, and air conditioning systems showing system layout as installed, and giving the number, location, and purpose of each component. The Contractor shall contact the Architect/Engineer before starting the directory to insure proper tagging and listing. Contract Compliance Inspector will provide Architect/Engineer contact information as needed.

4. Where it is necessary to operate more than one valve to control a section of piping, this fact and the numbers of the secondary valves shall be noted on the directory.

3. Equipment Labeling

1. Name plates shall give name and number of unit, and be provided on all major equipment, including the following:

   a. Motor Driven Equipment
   b. Starters and Disconnect Switches
   c. Booster Coils
   d. Terminal Boxes
   e. Control Devices

2. Label exhaust fans with fan number and room number or numbers served.
3. Location signs shall be provided for safety showers, eyewash stations, and emergency gas shutoff.

DIVISION 22 and 23 - MECHANICAL INSULATION

PART 1 - GENERAL

1.1 SUMMARY

1. Provide all labor, materials, and equipment as necessary to complete all work as specified herein.

2. Section Includes: Insulation of pipes, ductwork, and mechanical equipment.

3. Unless otherwise indicated, do not apply insulation to the following equipment and piping:

1. Hot water-heating piping inside radiation, convector, or cabinet heater enclosures
2. Steam traps
3. Control valves
4. Condensate receivers
5. Condenser water piping
6. Cooling tower water piping
7. Factory-insulated flexible ducts
8. Factory-insulated plenums, casings, and terminal boxes
9. Access panels and doors
10. Fire protection piping
11. Exhaust ductwork

1.2 REFERENCES

1. MICA, National Commercial & Industrial Insulation Standards

2. ASHRAE/IES 90.1-1989, Energy Efficient Design of New Buildings except Low-Rise Residential Buildings

3. ASTM E84, Surface Burning Characteristics of Building Materials

1.3 SUBMITTALS

1. Shop Drawings: Submit product data for each type of insulation identifying k value, thickness, and accessories.

1.4 QUALITY ASSURANCE

1. Insulation shall have a flame-spread rating of 25 or less and smoke-developed rating of 50 or less as tested by ASTM E84.

1.5 SEQUENCING AND SCHEDULING

1. No insulation shall be applied before all required tests have been run. Schedule insulation application after system testing.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

1. Acceptable Manufacturers: Owens-Corning, Schulle, Knauf, Armstrong, IMCOA, Pittsburgh Corning, or approved equal. The awarded Contractor seeking to use an alternate manufacturer should obtain prior written approval from the respective CCI.

2.2 FIBER GLASS PIPE INSULATION

1. Fiber glass pipe insulation shall have a thermal conductivity k of 0.23 Btu-in/hr-sqft-degree F or less at 75 degree F mean temperature, a reinforced vapor retarder jacket, and a factory-applied longitudinal adhesive closure system. Section joints shall be sealed with butt strips. Maximum jacket permeance shall be 0.02 perm.

2. Equal to Owens-Corning "Fiberglas SSL II" or Schuller "Micro-Lok AP-T Plus".

2.3 CALCIUM SILICATE PIPE AND BLOCK INSULATION

1. Calcium silicate pipe and block insulation shall be asbestos-free, molded, high temperature insulation composed of hydrous calcium silicate with a density of 15 lb/cu ft, and thermal conductivity k of 0.37 Btu-in/hr-sqft-F or less at 200 degree F mean temperature.

2. Equal to Schuller "Thermal-12 Gold".

2.4 ELASTOMERIC FOAM INSULATION

1. Elastomeric foam pipe and sheet insulation shall be of a flexible closed cell structure with a thermal conductivity of not more than 0.27 Btu-in/hr-sqft-degree F at 75 degree F mean temperature, and a water vapor permeability of 0.1 perm-in. or less.
2. Equal to Armstrong "Armaflex AP".

2.5 POLYOLEFIN FOAM INSULATION

1. Polyolefin foam pipe and sheet insulation shall be of a flexible closed cell structure with a thermal conductivity of not more than 0.24 Btu-in/hr-sqft-degree F at 75 degree F mean temperature, and a water vapor permeability of 0.01 perm-in. or less.

2. Equal to IMCOA "ImcoLock/ImcoShield".

2.6 CELLULAR GLASS INSULATION

1. Cellular glass insulation shall be of a rigid, close cell structure with a average density of 8 lb/cu.ft., average compressive strength of 100 psi, thermal conductivity of not more than 0.33 Btu-in/hr-sqft-degree F at 75 degree F mean temperature, and a water vapor permeability of 0.00 perm-in.

2. Equal to Pittsburgh Corning "Foamglas".

2.7 DUCT WRAP INSULATION

1. Duct wrap insulation shall consist of a blanket of glass fibers factory-laminated to a reinforced foil/kraft (FRK) vapor barrier facing. A 2" stapling and taping flange shall be provided on one edge. Insulation shall have thermal conductivity k of 0.27 Btu-in/hr-sqft-degree F or less at 75 degree F mean temperature, minimum density of 1.0 lb per cu.ft., and maximum vapor permeability of 0.02 perm-in.

2. Equal to Owens-Corning "All-Service Faced Duct Wrap Insulation" or Schuller "Microlite".

2.8 EXTERIOR BOARD DUCT INSULATION

1. Exterior board duct insulation shall be made of glass fibers with a thermosetting resin binder and formed into semi-rigid boards with factory-applied vapor retarders FRK-25 foil-reinforced kraft facing. Insulation shall have a minimum density of 3 lbs/cu.ft., thermal conductivity k of 0.23 Btu-in/hr-sqft-degree F or less at 75 degree F mean temperature, and maximum jacket permeance of 0.02 perm.

2. Joint sealing tape shall be dead soft aluminum foil with a pressure sensitive adhesive, not reinforced, and guaranteed not to peel.

3. Equal to Owens-Corning Type 703 or Schuller Type 814.

2.9 INSULATED FITTING COVERS

1. Insulated fitting covers shall be manufactured from high-impact, gloss white, UV-resistant polyvinyl, and applied with fiberglass insulation inserts from the factory. Minimum jacketing thickness shall be 20 mil for indoor applications, and 30 mil for outdoor applications. Insulation thickness shall not be less than the thickness specified for piping.

2. Equal to Schuller "Zeston 2000 PVC".

2.10 REMOVABLE INSULATION COVERS

1. Furnish where specified, removable insulation covers for insulating valves, fittings, manway covers, and centrifugal pumps. Removable insulation covers shall be "Heat Holder" insulation covers as manufactured by Insulation Technology Inc., or approved equal.

2.11 JACKETS

1. Canvas jackets shall be UL listed fabric, 6 oz/sq yd, and plain weave cotton treated with dilute fire retardant lagging adhesive.

1. PVC jackets shall be manufactured from high-impact, gloss white, UV-resistant polyvinyl. Minimum jacketing thickness shall be 20 mil for indoor applications, and 30 mil for outdoor applications. PVC jackets shall be Schuller "Zeston 2000 PVC", or approved equal.

2. Aluminum jackets shall be field or factory applied, sealed, and made of 0.016 inch thick sheet, smooth finish, with longitudinal slip joints and 2" laps, die shaped fitting covers with factory attached protective liner.

4. Stainless steel jackets shall be field or factory applied, sealed, and made of type 304, 0.010 inch thick sheet with bands, snap-straps and fittings.

2.12 INSULATION INSERTS

1. Insulation inserts shall be made of calcium silicate or cellular glass on hot applications; and calcium silicate treated with water repellant or cellular glass or high density foam insulation on cold applications.

2. Inserts shall be preformed for the pipe size, same thickness as adjoining pipe insulation, same length as shield, and 90 degree-minimum segments on pipe 4" in size and smaller and 180 degree-minimum segments on pipe 5" in size and larger. PVC tape shall be used to secure the insulation shield to the insulation. Vapor barrier shall be provided on cold applications.

3. Insulation inserts shall not be less than the following lengths:

2-1/2" pipe size and less	10" long
3" to 6" pipe size	12" long
8" to 10" pipe size	16" long
12" pipe size and larger	22" long

2.13 PIPING INSULATION SCHEDULE

MINIMUM INSULATION THICKNESS							
SERVICE TYPE	INSULATION MATERIAL	VAPOR BARRIER REQ'D	NOMINAL PIPE DIAMETER in inch				
			1 & less	1-1/4 to 2	2-1/2 to 4	5 & 6	8 & up
Domestic Cold Water	Fiber glass	Yes	1	1	1	1	1
	Elas./Polyo.	No	0.5	0.5	0.5	0.5	0.75
Domestic Hot Water	Fiber glass	No	1	1	1.5	1.5	1.5
Soil, Drain & Acid Waste	Fiber glass	Yes	1	1	1	1	1
	Elas./Polyo.	No	0.5	0.5	0.5	0.5	0.75
Chilled Water	Fiber glass	Yes	1	1	1.5	1.5	1.5
	Elas./Polyo.	No	0.5	1	1.5	1.5	1.5
Hot Water Heating	Fiber glass	No	1.5	1.5	2	2	3.5
LP Steam (15# & less)	Fiber glass	No	2	2.5	2.5	3.5	3.5
HP Steam (above 15#)	Fiber glass	No	2.5	2.5	3	3.5	3.5
	Calc. Silicate	No	3.5	3.5	4	5	5
Steam Condensate	Fiber glass	No	2	2	2.5	2.5	3.5
	Cal. Silicate	No	2.5	2.5	3	4	5
Refrigerant Hot Gas	Fiber glass	No	1	1	1	1	1
Refrigeration Suction (40 degree F & above)	Fiber glass	Yes	1	1	1	1	1
	Elas./Polyo.	No	0.5	0.75	1	1	1
Refrigeration Suction (below 40 degree F)	Fiber glass	Yes	1	1.5	1.5	1.5	1.5
	Polyolefin	No	1	1.5	1.5	1.5	1.5
Engine Exhaust	Calc. Silicate	No	4	4	4	4	4

2.14 DUCTWORK INSULATION SCHEDULE

DUCT TYPE & LOCATION	INSULATION MATERIAL	MIN. THICKNESS in inch	VAPOR BARRIER REQ'D	TYPE OF JACKET
Supply - Concealed from view	Duct wrap	1.5	Yes	No
Return - Concealed from view	Duct wrap	1.5	No	No
Supply - Exposed to view	Duct wrap or exterior board	1.5	Yes	No
Return - Exposed to view in unconditioned spaces	Duct wrap or exterior board	1.5	No	No
Supply - Exposed to view in equipment room	Exterior board	1.5	Yes	PVC
Return - Exposed to view in equipment room	Exterior board	1.5	No	PVC
Supply - Exposed to weather	Exterior board	2	Yes	Al or SS
Return - Exposed to weather	Exterior board	2	No	Al or SS
Outside air	Exterior board	1.5	Yes	PVC

2.15 EQUIPMENT INSULATION SCHEDULE

1. Hot Water Converters: Insulate with 1-1/2 inch thick calcium-silicate block insulation.

2. Steam Humidifiers: Insulate with 1-1/2 inch thick calcium-silicate block insulation.

3. Absorption Machines: Insulate generator section including heads with 1-1/2 inch thick calcium-silicate block insulation. Insulate evaporator and condenser sections with foam insulation not less than 3/4 inch thick. Refer to manufacturer's recommendations.

4. Chilled Water Expansion Tanks and Air Separator Tanks: Insulate with 3/4-inch thick foam insulation.

5. Pressure-Powered Pumps: Insulate with removable insulation covers. The cover shall enclose pump surfaces and flanges, and shall be fabricated with galvanized box frame and 1-1/2" thick calcium silicate.

6. Chilled Water Pumps: Insulate with removable insulation covers. The cover shall enclose pump surfaces and flanges, and shall be fabricated with galvanized box frame and 1" thick foam insulation.

7. Hot Water Pumps: Insulate with removable insulation covers. The cover shall enclose pump surfaces and flanges, and shall be fabricated with galvanized box frame and 1-1/2" thick calcium silicate.

8. Steam Pressure Reducing Station: Insulate for a distance of minimum 5 pipe diameters upstream and downstream of the steam pressure reducing station with calcium silicate insulation. Insulation thickness shall be not less than 4 inches.

PART 3 - EXECUTION

3.1 INSTALLATION

1. General

a. Install materials in accordance with manufacturer's recommendations, building codes and industry standards except as modified or specified in these specifications.
b. Verify that all surfaces are clean, dry and free of foreign materials.
c. Continue insulation vapor barrier through penetrations except where prohibited by code. It is essential that the integrity of the vapor barrier be maintained. Fasteners or other securing devices that may unintentionally penetrate or otherwise damage the vapor barrier are prohibited. Where fasteners must penetrate the vapor barrier, the vapor barrier shall be repaired with a patch or tape of the same materials.

2. Piping Insulation

a. Verify that piping has been tested before applying insulation materials.
b. All sectional pipe covering shall be neatly and tightly applied with unbroken lengths and with the ends of the sections firmly butted together. Longitudinal joints shall be on the least conspicuous side of the pipe and slightly staggered. Fiberglass cloth or other coating shall be lapped over all joints and well pasted or cemented down in a neat and inconspicuous manner.
c. The insulation on piping shall be extended through all sleeves in order to produce a continuous application, and it shall be installed to conform to a uniform diameter.
d. All valve bodies, fittings, flanges, drip pockets, end caps, etc. on all lines, except where otherwise noted, and shall be covered with insulated fitting covers. Thickness of insulation, vapor barriers, jackets and finishes shall also match adjacent piping.
e. Provide insulated cold pipes conveying fluids below ambient temperature with vapor retardant jackets with self-sealing laps.
    1. Domestic Cold Water
    2. Insulated Soil, Drain, and Acid Waste
    3. Chilled Water
    4. Condensate Drain
    5. Refrigerant Suction
f. Insulate horizontal sections of the sanitary drainage and acid waste piping. Vertical sections of these piping are not required to be insulated.
g. Outdoor piping shall be insulated same as indoor piping except with additional half-inch thickness and covered with a sealed aluminum jacket. Jacket seams shall be located on bottom side of horizontal piping. Cellular glass insulation may be used in lieu of fiberglass or foam insulation.
h. PVC jackets shall be installed on insulated piping in conjunction with fitting covers to provide a total sealed system as required by USDA and FDA for applications in food and pharmaceutical facilities.
i. For piping exposed to physical abuse in mechanical equipment rooms or in finished spaces below 10' above finished floor, finish with PVC or aluminum jacket.
j. Secure calcium silicate pipe insulation with stainless steel bands.
k. Insulation for piping shall be continuous through hangers and supports.
l. Provide insulation inserts and insulation protection shields at hanger or support locations.
m. Where a vapor barrier is not required on insulated piping in size less than 4" inch, hangers and supports may be attached directly to piping with insulation completely covering hanger or support and jacket sealed at support rod penetration. Do not use ring hangers on cold piping.
n. Where riser clamps are required to be attached directly to piping requiring vapor barrier, extend insulation and vapor barrier jacketing/coating around riser clamps.

3. Ductwork Insulation

   a. Verify that ductwork has been tested for leakage before applying insulation materials.
   b. Provide insulated ductwork conveying air below ambient temperature with vapor retardant jacket. Seal all vapor retardant jacket seams and penetrations with UL listed tapes or vapor retardant adhesive.
   c. Continue insulation through walls, sleeves, hangers, and other duct penetrations except where prohibited by code.

4. Equipment Insulation

   a. Verify that equipment has been tested before applying insulation materials.
   b. Do not insulate over equipment nameplates and ASTM stamps. Bevel and seal insulation at these locations.
   c. Provide insulated equipment containing fluids below ambient temperature with vapor retarding jackets.
   d. Provide insulated equipment containing fluids above ambient temperature with jackets.
   e. When equipment with insulation requires periodic opening for maintenance, repair, or cleaning, install insulation in such a manner that it can be easily removed and replaced without damage.
   f. Block type insulation shall be applied and edges tightly butted, joints staggered, and neatly and securely fastened in place with No. 14 gauge galvanized annealed steel wire. Over insulation, 2-inch hexagonal galvanized wire mesh shall be tightly stretched in place and secured. Coat the wire with a 1/2-inch layer of the same composition or equal in plastic cement, troweled to a smooth finish. Over this, adhere a pre-sized non-combustible glass cloth jacket.

Attachment B, Pricing Sheet Summary

Waste disposal costs will be included in the Contractor's unit cost. A separate charge will be allowed for a project mobilization fee. Separate charges will not be permitted for air monitoring, equipment decontamination, overhead or other costs inherent to asbestos abatement. Unit costs shall be provided in dollars per square foot ($/SF) and dollars per linear foot ($/LF) as indicated.

Standard Time = Monday – Friday 8:00 AM to 5:00 PM

	Abatement		Reinstall & Label
Material	$ / LF	$ / SF	$ / LF
Floor tile		$1.25	
Floor tile; NPE		$1.25	
Floor tile; Heat (infrared) removal		$2.00	
Floor tile; Negative Exposure Assessment (NEA)		$1.25	
Roof felt/flashing, Negative Exposure Assessment (NEA)		$3.25	
Mastic		$1.20	
Pipe insulation (1-4" pipe diameter)	1" diameter $14.00 2" diameter $14.00 3" diameter $14.00 4" diameter $14.00		1" diameter $12.00 2" diameter $13.00 3" diameter $13.50 4" diameter $14.00
Pipe insulation (5-8" pipe diameter)	5" diameter $18.00 6" diameter $18.00 7" diameter $18.00 8" diameter $18.00		5" diameter $20.00 6" diameter $20.00 7" diameter $18.00 8" diameter $20.00
Pipe insulation (9-12" pipe diameter)	9" diameter $25.00 10" diameter $25.00 11" diameter $25.00 12" diameter $25.00		9" diameter $29.00 10" diameter $30.00 11" diameter $30.00 12" diameter $33.00
Pipe fitting insulation (1-4" pipe diameter)	1" diameter $13.50 2" diameter $13.50 3" diameter $13.50 4" diameter $13.50		1" diameter $15.00 2" diameter $18.00 3" diameter $20.00 4" diameter $25.00
Pipe fitting insulation (5-8" pipe diameter)	5" diameter $20.00 6" diameter $20.00 7" diameter $20.00 8" diameter $20.00		5" diameter $39.00 6" diameter $35.00 7" diameter $35.00 8" diameter $39.00
Pipe fitting insulation (9-12" pipe diameter)	9" diameter $35.00 10" diameter $35.00 11" diameter $35.00 12" diameter $35.00		9" diameter $50.00 10" diameter $50.00 11" diameter $55.00 12" diameter $55.00
Lagging/repairing TSI		$9.00	
TSI on ducts, vessels, etc.		$6.50	$10.00
Acoustical surface material		$7.00	
Fire proofing		$14.00	$14.00
Suspended ceiling tile		$2.40	
Cleaning floors and surfaces with ACM debris		$1.95	

Actual work hours to be determined for each project.

Weekday Premium = Sunday – Friday 5:00 PM to 8:00 AM %_3___

Weekend = 5:00 PM Friday – 5:00 PM Sunday %_28___

Holiday = %_42____

The following days are considered holiday and will be compensated at the holiday rate shown above.

New Year's Day - January 1st, Memorial Day, Independence Day - July 4th
Labor Day, Thanksgiving Day, Christmas Day

Mobilization/ De-Mobilization fee (Lansing area projects): $ **_475.00__** per project
Mobilization/ De-Mobilization fee (Out state facilities): $ **_475.00__** per project

Emergency/Miscellaneous Activities not included above:
Standard: $ **__63.00__** per hour; Weekday Premium: $ **_67.00___** per hour
Weekend: $ **__78.00__** per hour; Holiday: $ **_82.00___** per hour

Miscellaneous Material Items – Reimbursed at unit cost

ATTACHMENT C, – STATE OF MICHIGAN BUILDING LOCATIONS INCLUDE BUT ARE NOT LIMITED TO:

CAPITOL COMPLEX	STREET ADDRESS *(Lansing)*	ZIP	Facility Manager	Phone
Allegan & Ottawa Parking Ramps		48933	Bob Ruff	517-719-4754
Austin Building (Treasury)	430 W. Allegan Street	48933	Neal Droste	517-749-7465
Constitution Hall	525 W. Allegan	48933	Bob Ruff	517-719-4754
G. Mennen Williams Building	525 W. Ottawa Street	48933	Bob Ruff	517-719-4754
George W. Romney Building	111 S. Capitol	48933	Bob Bierwagon	517-204-6842
Governor's Residence	2520 Oxford Road	48911	Steve Doty	517-749-7302
Grand Tower	235 S. Grand Ave.	48933	Doug Church	517-719-3236
Hall of Justice	925 W. Ottawa Street	48913	Steve Doty	517-749-7302
John A. Hannah Building	608 W. Allegan Street	48933	Steve Doty	517-749-7302
Joint Operations Center	615 W. Allegan	48933	Neal Droste	517-749-7465
Lewis Cass Building	320 S. Walnut Street	48933	Bob Bierwagon	517-204-6842
Lottery Building (Ellis Building)	101 E. Hillsdale	48933	Bob Bierwagon	517-204-6842
Michigan Library & Historical Center	702 W. Kalamazoo Street	48915	Neal Droste	517-749-7465
Ottawa Building	611 W. Ottawa Street	48933	Steve Doty	517-749-7302
Roosevelt Parking Ramp	222 Seymour Street	48933	Bob Bierwagon	517-204-6842
Stevens T. Mason Building	530 W. Allegan Street	48933	Neal Droste	517-749-7465
VanWagoner Building	425 W. Ottawa Street	48933	Bob Ruff	517-719-4754
SECONDARY COMPLEX	**STREET ADDRESS *(Dimondale)***	**ZIP**	**Facility Manager**	**Phone**
Energy Center	7432 Parsons Drive	48821	Scott Davis	517-202-5099
General Office Building	7150 Harris Drive	48821	Kirk Brennan	517-719-5733
General Services Building	7461 Crowner Drive	48821	Scott Davis	517-202-5099
MDOT Construction & Technology Facility	8885 Ricks Road	48821	Kirk Brennan	517-719-5733
MDOT Photo Lab	7050 Harris Drive	48821	Kirk Brennan	517-719-5733
MDOT Warehouse	7575 Crowner Drive	48821	Scott Davis	517-202-5099
Operations Center	7285 Parsons Drive	48821	Scott Davis	517-202-5099
Secretary of State Building	7064 Crowner Drive	48821	Kirk Brennan	517-719-5733
State Police 1st District Headquarters & Post 11	7119 N. Canal Road	48821	Kirk Brennan	517-719-5733
State Police Forensics (Crime Lab)	7320 N. Canal Road	48821	Kirk Brennan	517-719-5733
State Police Hazardous Materials Training Center	7426 Osborn, Lansing	48913	Kirk Brennan	517-719-5733
State Police Training Academy and Track House	7426 N. Canal Road	48821	Kirk Brennan	517-719-5733
Vehicle & Travel Services	6951 Crowner Drive	48821	Scott Davis	517-202-5099

NORTH COMPLEX	STREET ADDRESS *(Lansing)*	ZIP	Facility Manager	Phone	
Records Center	3400 N. Grand River Ave.	48906	Doug Church	517-719-3236	
State Laboratory	3350 N. MLK Jr. Blvd.	48906	Doug Church	517-719-3236	

METRO REGION					
Northville Forensic Science Lab	42145 West Seven Mile Rd., Northville, MI	48167	Paul Akeo	517-336-6177	
Livonia CID	18050 Deering, Livonia, MI	48152	Paul Akeo	517-336-6177	
Cadillac Place (Detroit)	3020-3068 W. Grand Blvd.	48202	Mike Noonan	517-712-0882	
State Fair Grounds-Detroit	1120 W. State Fair	48203	Mike Noonan	517-712-0882	
Detroit Reentry Center	17600 Ryan Road, Detroit, MI	48212	Linda Rubingh	517-780-6081	
Monroe Post	300 Jones Ave., Monroe, MI	48161	Paul Akeo	517-336-6177	
2nd District HQ (Taylor)	12111 Telegraph Rd., Taylor, MI	48180	Paul Akeo	517-336-6177	
Metro North Post	14350 Ten Mile Rd., Oak Park, MI	48237	Paul Akeo	517-336-6177	
Detroit Light Guard Armory	4400 E. 8 Mile Rd., Detroit, MI	48234	Brian Bushnell	517-481-7651	
Olympia Armory	3030 McGraw, Detroit, MI	48208	Brian Bushnell	517-481-7651	
Pontiac Armory	233 N. Johnson St., Pontiac, MI	48341	Brian Bushnell	517-481-7651	
Selfridge Armory (Closed)	Bldg 1405 Selfridge	48045	Brian Bushnell	517-481-7651	
Selfridge AASF 2	44288 Anderson St, Bldg 1416, Selfridge ANG Base	48045	Brian Bushnell	517-481-7651	
Selfridge FMS 02	43275 Mulberry St., Bldg 1492, Selfridge ANG Base	48045	Brian Bushnell	517-481-7651	
Taylor Armory	12450 Beech Daly, Taylor, MI	48180	Brian Bushnell	517-481-7651	
Washtenaw Armory(Ypsilanti)	7400 S. Huron River Dr., Ypsilanti, MI	48197	Brian Bushnell	517-481-7651	