

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
PURCHASING
P.O. BOX 30050, LANSING, MI 48909
OR
425 W. OTTAWA, LANSING, MI 48933

CONTRACT NO. 591B6600218
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
Payne Landscaping, Inc. 15777 Harper Detroit, MI 48224	Terry Payne	Paynesland@sbcglobal.net
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(313) 885-6770 Ext 12	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	MDOT	Jasna Cehaja	(313) 375-2444	cehajaj@michigan.gov
BUYER:	MDOT	Terry Harris	(517) 335-2507	Harrist@michigan.gov

CONTRACT SUMMARY:			
DESCRIPTION: Descriptive Contract Title (Not always the same language as provided in MAIN)			
Roadside Mowing, Litter pickup and Herbicide Application Services for Wayne County (Taylor TSC) – Michigan Department of Transportation (MDOT) I-94, I-75, I-375 and M-8			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
5 Yrs.	May 16, 2016	May 15, 2021	2, One-year options
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
2% , Net 30 Days	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MIDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$8,631,625.00	

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation RFP 059114B0006997. Orders for delivery will be issued directly by the Department of Transportation through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:
PAYNE LANDSCAPING, INC.
Firm Name
[Signature]
Authorized Agent Signature
TERRY PAYNE SR
Authorized Agent (Print or Type)
5/11/16
Date

FOR THE STATE:
[Signature]
Signature
Demetrius Parker / Administrator
Name/Title
MDOT
Enter Name of Agency
5-11-16
Date



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and [Payne Landscaping Inc.] ("Contractor"), a Michigan corporation. This Contract is effective on [5-16-2016] ("Effective Date"), and unless terminated, expires on [5-14-2021].

This Contract may be renewed for up to two (2) additional one (1) year period(s). Renewal must be by written agreement of the parties

The parties agree as follows:

- Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State: Terry Harris 425 W. Ottawa St. Lansing, MI 48933 Harrist@michigan.gov 517-335-2507	If to Contractor: Payne Landscaping Inc. 15777 Harper Detroit, MI 48224 paynesland@sbcglobal.net 313-885-6770
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- Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "Contract Administrator"):

State:	Contractor:
Terry Harris 425 W. Ottawa St. Lansing, MI 48933] Harrist@michigan.gov 517-335-2507	Payne Landscaping Inc. 15777 Harper Detroit, MI 48224 paynesland@sbcglobal.net 313-885-6770

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

State:	Contractor:
Jasna Cehaja 6510 Telegraph Road Taylor, MI 49221 cehajaj@michigan.gov 313-573-0744	Payne Landscaping Inc. 15777 Harper Detroit, MI 48224 paynesland@sbcglobal.net 313-885-6770

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Umbrella or Excess Liability Insurance	
<u>Minimal Limits:</u> \$5,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**
8. **Reserved.**
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Contract Activities and all associated intellectual property rights, if any. Such Contract Activities are works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Contract Activities and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Contract Activities, including all intellectual property rights therein.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures
14. **Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

in the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.

16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. **Reserved**

18. **Risk of Loss and Title.** Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. **Reserved**

20. **Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. **Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Exhibit A.
22. **Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either:

(a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. **Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. **Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
25. **Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 30 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.
26. **General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. **Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.
28. **Limitation of Liability.** The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
29. **Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
30. **State 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.
31. **Reserved**
32. **Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. **Meaning of Confidential Information.** For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or

on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.

- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Reserved

34. Reserved

35. Reserved

36. **Records Maintenance, Inspection, Examination, and Audit**. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance.

If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause
38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved**
41. **Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
42. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
43. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
44. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
45. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

46. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the 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 of the State.
48. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
49. **Order of Precedence.** In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
50. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
51. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
52. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
53. **Entire Contract and Modification.** This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").

STATE OF MICHIGAN

Request For Proposal
Roadside Mowing of State Trunkline (Lenawee County)

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

This exhibit identifies the anticipated requirements of any Contract resulting from this RFP. The term "Contractor" in this document refers to a bidder responding to this RFP.

The Contractor must respond to each requirement or question, and explain how it will fulfill each requirement. Attach any supplemental information and appropriately reference within your response.

BACKGROUND

MDOT is requesting vegetation maintenance services and litter pickup services for State trunk lines within Wayne County. The purpose of this Contract is to maintain the State trunk lines, roadside and medians per MDOT specifications and standards as set forth in the Contract.

SCOPE

The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform the vegetation maintenance and litter pickup services as described in the Location Specification Sheet (LSS). The required objective is to maintain the roadsides and medians in a manner that provides safe, environmentally compliant, and aesthetically pleasing roadside for the motoring public.

REQUIREMENTS

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

The Contractor, through innovation, technology or other means, shall perform and provide the required vegetation maintenance and litter pickup services and staff to complete the expected performance and otherwise do all things necessary for, or incidental, to the performance of work. Compliance will be based on the MDOT's overall evaluation and interpretation in accordance with method of performance, and expected outcomes, as set forth in this Contract.

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

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

The Contractor shall provide services at the locations described on the specific Location Specification Sheet(s).

Definite Specifications - All commodities or services to be furnished hereunder shall conform to the specifications as noted herein (see the Location Specification Sheet for site specific details).

DESCRIPTION OF WORK

A. VEGETATION MAINTENANCE FOR STATE TRUNKLINES

Mowing

Cutting operations shall be performed parallel to the roadway in the direction of traffic. The Contractor is not to encroach into the traffic lane.

Vegetation in the identified mow areas shall be mowed when the height of vegetation is between 18 and 22 inches in height and shall not be cut less than 5 inches from the ground. A total of 2 cycles of mowing shall be performed between May 1st and September 30th.

Flat mowing areas include areas adjacent to shoulders, medians, ramps, and clear vision areas.

- a) Mow a minimum of 12 feet adjacent to outside shoulders.
- b) Mow a minimum of 12 feet on both ramp shoulders.
- c) Mow entire median.
- d) Clear vision areas shall be mowed according to Clear Vision Mowing Typical.

Slope mowing includes the slopes on depressed freeways and is identified in the LSS.

- a) Mow the entire slope from the bottom of the slope to the ROW fence.

Trim all vegetation within the mow area that cannot be cut with a mower including areas around delineator posts, sign posts, trees, barrier walls, retaining walls, drainage structures and other appurtenances. Vegetation trimming shall be done within 24 hours of mowing. All grass clippings and debris is to be removed from the shoulder and valley gutter and off all drainage structures covers the day of mowing. Any vegetation with a diameter of one (1) inch or less shall be removed during the mowing operation.

Optional Mowing

MDOT reserves the right to have the Contractor performs mowing within the contract area as specified by the CCI. This optional mowing shall be paid at the price per acre that the vendor quotes for this work on the attached price sheet.

Note: This work is optional only as requested and directed by the Program Manager/CCI. Optional Quantities are not guaranteed to be the entire quantity listed, the optional quantity can be in the range from one to the high end listed in the Exhibit C table. Quantity needed is to be decided by PM/CCI or his/her designee at the time optional item is requested.

Optional Brush Mowing

MDOT reserves the right to have the Contractor perform brush mowing anywhere within the contract area as specified by the CCI. The brush mowing is intended for areas that are not mowed on a regular basis as well as to do spot brush control along state trunklines. Brush mowing is to be performed on an as-needed basis, at the direction of the CCI. Limits of brush mowing will be defined by the CCI. A quantity of optional brush mowing acreage has been set up in this contract to be used along appropriate corridors. There will be no additional compensation to the contractor for furnishing and operating the proper equipment to perform this operation. The cost of any equipment or appurtenances to perform this brush mowing is to be included in the unit price for Optional Brush Mowing.

The finish cut of brush is to be aesthetically appealing to the motorist. Small briars, shrubs and tree saplings less than 2-inches in diameter are expected to be cut and can be managed by use of a brush hog mounted on a tractor. A Brown Brush Monitor mowing unit may also be utilized for smaller size brush (less than 2 inches diameter). These units cut the brush and spray an herbicide mix on the cut stem surface to control regrowth. Mowed brush should be collected and disposed of as appropriate with other landscape waste.

The areas that are the focus of this activity include the following:

- Spot brush mowing
- Mow areas of brush to be able to do additional width mowing
- Brush and trees should be routinely removed from bridge cones at overpasses and around headwalls at other bridges. Manually cut brush should be immediately treated with an approved cut-stump herbicide to prevent regrowth.

Mowing Schedule

The CCI shall notified the Contractor when and where to begin each mowing cycle. The Contractor shall have 30 working days from the date of notification to complete each cycle. **The Contractor is responsible to notify the CCI via e-mail or phone before starting work and during mowing operations providing update on Daily basis to identify the scheduled mowing areas.** Mowing start date must be approved by the CCI.

Herbicide Applications:

All herbicides used in any in the performance of this contract shall be registered for use on highway rights-of-way by the United States Environmental Protection Agency (EPA). No herbicide shall be used which will cause damage to the turf areas, except in non-selective control around guardrails and Phragmites treatment. No restricted use herbicides shall be used. A drift control agent shall be used in all spraying operations. Samples of the products or spray emulsion may be taken by MDOT throughout the duration of the contract, at the discretion of the CCI. The contractor will provide the CCI with a copy of all spray logs within two weeks after the herbicides have been applied. All herbicide applicators must be certified by the Michigan Department of Agriculture and Rural Development in Category 6.

Selective Broadleaf Weed Control on Roadside Turf Areas

Contractor shall notify the CCI twenty-one days prior to applying herbicide treatments for broadleaf control.

The work shall consist of the Contractor making herbicide applications each year on the specified routes as indicated in the LSS. In order to reduce the weeds from becoming resistant to a formulation the contractor shall not use the same herbicide more than two years in row. The Contractor shall furnish and apply herbicide(s) to control broad leafed weeds on the specified highway routes. It shall be the Contractor's responsibility to select herbicide(s) and an application rate which will control the broad leafed weeds present on the specified highway sections at the time of the application.

All designated areas shall be treated unless excluded in writing by the CCI. The area to be sprayed will be a 12 feet swath adjacent to the turf edge of both the outside and the median shoulder of divided highways. A 12 foot swath will be sprayed adjacent to both shoulders on all ramps within the described sections in the LSS. Depressed freeway areas (both mainline and ramps) and other freeways with narrow medians will require that a variable width application be made where steep banks, woody landscape vegetation or narrow turf areas prohibit the specified 15 feet minimum spray swath from being achieved. Turf areas behind all guardrail sections will also be treated on all roads.

Selective weed control (kill) in roadside turf areas will be measured by examining randomly selected plots 14-28 days following the completion of each application period. The plots will be approximately 20 feet in length and 12 feet wide, the width of the specified sprayed swath. There will be a minimum of two and a maximum of eight plots on each route. The percent kill on a control section will be determined by averaging all of the plots taken on that section. A separate percentage kill will be calculated for each route and accordingly a separate achievement percentage will be determined and applied to each route. A 90 percent or higher kill of each of the weed species present at the time of application will be considered a 100 percent achievement. When it is determined that the control is less than 90%, the Contractor has the option of retreating to improve the achievement percentage, if in the opinion of the CCI, the retreatment will accomplish the original goals and intent of the contract. The sections retreated will be inspected in the same manner as the initial treatment using a new set of randomly selected plots

Optional Herbicide Application

MDOT reserves the right to have the Contractor perform an herbicide application within the contract area as specified by the Contract Compliance Inspector (CCI). This optional herbicide application shall be paid at the price per acre that the vendor quotes for this work on the attached price sheet.

Note: This work is optional only as requested and directed by the CCI. Optional Quantities are not guaranteed to be the entire quantity listed, the optional quantity can be in the range from one to the high end listed in the Exhibit C table. Quantity needed is to be decided by PM/CCI or his/her designee at the time optional item is requested.

Litter Removal/Disposal

The desired condition is defined as no litter, 12 square inches or larger, visible from the edge of the travel lane. Litter includes, but is not limited to, paper, cardboard, styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., as may be found on the roadside. All litter/trash shall be picked up ahead of mowing operation and after the mowing operation. The contractor must notify the CCI daily when the litter pick up begins and is completed. The Contractor shall provide bags and deposit litter and debris in the bags in a secure

manner. The bags shall be tied and placed in piles along with objects too large to bag in a safe and secure place. Bags shall not be stored in front of signs or guardrail. Bags and debris shall be removed from the right of way the same day it is collected. It shall be the Contractor's responsibility to haul away and dispose of the debris. All costs associated with litter removal, disposal of refuse, and associated costs are the responsibility of the Contractor.

All refuse shall be disposed of in a "Class II" licensed landfill. Proof of proper disposal shall be provided to the CCI upon request. The Contractor will not be responsible for disposal of suspected hazardous materials discovered during the course of this work; such discovery shall immediately be reported to the CCI.

Litter Removal will be measured by visual inspection of randomly selected 0.1 mile sections of freeways in the LSS. There will be a minimum of two and a maximum of eight plots on each route. There shall be no more than 20 pieces of litter, 12 square inches or larger, visible from the edge of pavement, immediately after this work is completed. This measurement will be used for both **Litter Removal/Disposal and Optional Litter Removal/Disposal**

Optional Litter Removal

Between mowing cycles, MDOT reserves the right to have the Contractor perform litter removal anywhere within the contract area as specified by the CCI. This optional litter pick up shall be paid at the price per acre that the vendor quotes for this work on the attached price sheet.

Note: This work is optional only as requested and directed by the CCI. The CCI must be notified daily when this work begins and is completed. Optional Quantities are not guaranteed to be the entire quantity listed, the optional quantity can be in the range from one to the high end listed in the Exhibit C table. Quantity needed is to be decided by PM/CCI or his/her designee at the time optional item is requested.

CONDITION OF EQUIPMENT:

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

Mowing Equipment

General

All equipment furnished shall be in proper operating condition, in good repair, and maintained so as to produce a clean, sharp cut to the grass at all times. Equipment which in any way pulls or rips grass, or damages the turf, will not be allowed. All mowing equipment shall be of such type to permit the heights of cut to be adjusted to 6 inches.

Sloped Areas

To prevent damage to the slopes, the following heavy equipment, or an equivalent, shall be used to perform the work of this Contract. A minimum of one (1) slope mower, either riding or walk behind in combination, shall be required per 50 acres of mowing as specified in the mowing quantities.

Walk Behind Slope Mowers

60 inch Kut-Kwick

60 inch Devere Mower

Riding Mowers

Super Slope Master Slope Master

Holder Mower

Flat Areas

Tractors used for flat area mowing shall have a minimum of 55 horsepower per tractor at the power take-off (PTO) and be capable of cutting a width of 5 to 15 feet in a single pass. Tractors shall be equipped to provide the power to the mowing attachment. The equipment specified to mow slope areas may also be used to mow flat areas. Tractor used for trim mowing shall have a minimum of 30 horsepower at the power take-off and be capable of cutting a width of no less than 5 feet in single pass. The tractor shall be equipped to provide the power to the mowing attachment. A minimum of one (1) production mowers and one (1) trim mower, as described above, to be used concurrently within the each contract area, shall be required per 250 acres of mowing as specified in the mowing quantities. All equipment shall be of such type to permit the heights of cut to be adjusted to approximately 5 inches.

Clear Vision Areas

Equipment utilized for Sloped and Flat area mowing shall be utilized for Clear Vision area mowing however, individual site conditions will dictate which type of equipment can be used.

Equipment Safety

All equipment shall meet all federal, state, and local safety requirements. If the mower box does not touch the ground the mower shall be equipped with one half inch safety chains which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and made so as to prevent debris from being thrown from under the cutter.

During operations in MDOT's right of way, flashing warning beacons will be provided by high-intensity rotating, flashing, oscillating, or strobe lights on vehicles. Beacon will be visible from a point that is 150 feet in front and behind of the vehicle. A lighted arrow, Type C used in the caution mode as specified in Section 812 of the 2012 MDOT Standard Specifications for Construction, shall be mounted on the rear of each spray vehicle.

When traveling between work locations or when the contractor is not spraying material, all flashing bars and any other devices used to warn or advise the motorist shall be removed, covered or turned off.

Under no circumstances shall the Department be responsible for any damage to the Contractor's equipment due to obstacles encountered.

Where a shadow vehicle is utilized (see Maintaining Traffic section), the following lighted arrow and vehicle mounted sign configuration will be required on the shadow vehicle:

Mobile Operation on Multilane Road

Lighted Arrow operated in the arrow mode (left or right) only, when occupying a portion of the traveled roadway. The caution bar mode shall be used when operating outside the traveled roadway (shoulder). A "Road Work Ahead" sign shall be mounted on the rear of the vehicle so as not to obscure the arrow display.

Mobile Operation on Two-Lane Road

Lighted Arrow operated in the caution bar mode only, with a "Yield to Oncoming Traffic" sign mounted on the rear of the vehicle so as not to obscure the arrow display.

PRE-AWARD MEETING AND EQUIPMENT INSPECTION:

Prior to award, the successful low bidder is required to meet with the CCI and/or designee at the Contractor's facility. The purpose of this meeting will be to discuss the scope of the Contract and for the bidder to submit an equipment list indicating description, age, manufacturer, model, and serial number of each piece that will be used on the Contract. All the equipment listed for use on the Contract must be available for visual and/or mechanical inspection at the pre-award meeting. All equipment must meet or exceed all requirements defined under "Equipment Requirements" document. All equipment must be in the Contractor's possession, available for use and fully operational for immediate use. The Contractor must also provide any lease Contracts for the equipment at the Pre-Award Meeting. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of the Contract.

COMMUNICATION EQUIPMENT:

All drivers, operators, and supervisors are required to have in their possession an appropriate communications between the driver, operator, supervisors and CCI or designee. Appropriate communications is defined as a functioning compatible cellular phone or radio communications (other than citizen band).

GLOBAL POSITIONING SYSTEMS (GPS):

The Contractor is required to install Global Positioning System (GPS) units in each of the Contractor's herbicide spray trucks for use in State trunk lines. These units shall be installed prior to the beginning of herbicide applications. Should a GPS unit require repair while the truck is in use, the Contractor shall notify the CCI immediately and make arrangements for repair work at a mutually agreeable time. **The cost of the GPS units and any associated costs for maintaining each unit is incidental to the Contract and will not be paid separately.** MDOT will not be responsible for the lost or any damage to the GPS units. The GPS system shall be capable of monitoring and recording information relating to:

- i) date, time and GPS coordinates of each unit in use

- i) vehicle movement, speed and stops
- ii) the spray nozzle on/off and the application rates

DAMAGE TO PRIVATE AND PUBLIC PROPERTY:

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

OTHER DOCUMENTS FOR INFORMATION PURPOSES

The documents referenced in this section are not Contract requirements. They are those that MDOT currently uses for vegetation maintenance and are strictly for information purposes only. MDOT does not warrant or guarantee, in any way, the outcomes achieved by the Contractor if using any document included for "information purposes only".

Other documents to include:

- a) MDOT Roadside Vegetation Manual.
- b) Performance guides 126, 127, and 172.

MULTIPLE CONTRACTS AWARDED TO THE SAME VENDOR

If Contractor is awarded more than one (1) Contract and/or more than one (1) location, including subcontracts with local units of government, the Contractor shall demonstrate that sufficient equipment is available for each Contract as described above. MDOT reserves the right to restrict the number of Contracts awarded to a single Contractor based on the ability of the Contractor to satisfactorily perform Contract work within Contract time limits.

SUPPLIES

The Contractor must supply all materials that are specified in the LSS. Use only such materials that are recommended and approved by the CCI.

The Contractor must submit a complete list, by brand names and product numbers (if applicable), of all supplies to be used in fulfilling this Contract, and must submit a Materials Safety Data Sheet (MSDS) prior to starting any work.

The State reserves the right to accept or reject any items listed on the MSDS.

Contractor must immediately furnish an acceptable substitute for any item rejected by the State.

The Contractor must provide a list of the vegetation maintenance supplies, including herbicides that it will utilize for this project, including manufacturer's name and proposed annual estimated quantities (see the Location Specification Sheet). LOCATION(S) refers to Location Specification Sheet (LSS) for additional information relating to Description of Work for the specific location.

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

OUTCOME TARGETS

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

Feature	Outcome Target
Vegetation Management Activities	
Mowing.	<ul style="list-style-type: none"> • A minimum of 90% of the mowing areas is completed within 30 days.
Trimming	<ul style="list-style-type: none"> • 95% of the vegetation around delineator posts, sign posts, trees, barrier walls, retaining walls, drainage structures and other appurtenances shall be trimmed within 24 hours or mowing.
Selective Broadleaf Weed Control	<ul style="list-style-type: none"> • A minimum of 90% of weeds in the 15 foot swath adjacent to the turf edge of both the outside and the median shoulders controlled within 28 days after herbicide application.

Feature	Outcome Target
Litter	<ul style="list-style-type: none"> Less than 20 pieces of litter, 12 square inches or larger, visible from the edge of the roadway throughout the entire right of way including medians.

OUTCOME TARGET INDICATORS

MDOT, at its discretion, will collect Outcome Target Indicators. The collection may consist of up to 100% of the information requirements. Additional data collection may be carried out if there is evidence of non-conformance which may include a review of the Contractor's records, plans and actions taken.

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

CONFORMANCE TO THE OUTCOME TARGETS

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

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

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

CONSEQUENCES FOR NON-CONFORMANCE

The Contractor shall be responsible to perform all specified consequences for any non-conformance to the Outcome Targets.

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

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

Feature	Consequences for Non-Conformance	
	Initial	Subsequent
Mowing		
Right of way mowing	<ul style="list-style-type: none"> 10% of the Mowing bid price will be deducted per occurrence and per location for mowing areas that are not 90% completed within 30 days. 	<ul style="list-style-type: none"> 3% of Mowing bid price will be deducted per location for each additional day until 100% of the mowing is completed
Trimming	<ul style="list-style-type: none"> 5% of the Mowing bid price will be deducted per occurrence and per location if vegetation is not trimmed within 24 hours of mowing. 	<ul style="list-style-type: none"> 2% of the Mowing bid price will be deducted for each additional day until 100% of the vegetation is trimmed.
Herbicide Treatments		
Selective Broadleaf Weed Control	<ul style="list-style-type: none"> No payment if less than 80% of broadleaves are controlled 28 days after herbicide application. 90% payment for 80% to 89% control. 100% payment for 90% - 100% control. 	<ul style="list-style-type: none"> If less than 90% control is achieved, the Contractor has the option of retreating to improve the achievement percentage if, in the opinion of the CCI, the retreatment will accomplish the original goals and intent of the contract.

Feature	Consequences for Non-Conformance	
	Initial	Subsequent
<i>Litter Pickup</i>	<ul style="list-style-type: none"> • No payment will be made if more than 80 pieces of litter (12 square inches or larger) visible from the edge of the roadway throughout the entire right of way including medians are present the day litter pickup is performed. • 90% payment will be made when 79-21 pieces of litter is present the day litter pickup is performed. • 100% payment will be made when 20 pieces of litter or less is present the day litter pickup is performed. 	
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GENERAL REQUIREMENTS

1.2. Reserved

2. Acceptance

2.1. Acceptance, Inspection and Testing

The State will use the following criteria to determine acceptance of the Contract Activities: The Outcome Targets and Consequences for Non Conformance outlined in this contract will be used as a mean to determine the acceptance of contract activities.

Contractor has reviewed the outcome target consequences for non-conformance and agree to the terms.

2.2. Reserved

3. Staffing

3.1. Contractor Representative

The Contractor must appoint project manager, staff support and subcontracting if applicable. Individuals, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

The State reserves the right to approve personnel for this project and to require replacement of personnel found to be unacceptable at any time during the project.

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

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

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

The Contractor must notify the Contract Administrator at least 14 calendar days before removing or assigning a new Contractor Representative.

Contractor has reviewed the staffing Section and will comply with no exceptions.

3.2. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8 am to 5 pm EST.

Contractor representative Km Murphy phone number (313) 885-6770 ext. 12 or cell number (313) 401-2413.

3.3. Reserved

3.4. Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

All work except herbicide applications shall be conducted during day time hours only.

No work shall be allowed from 8:00 a.m. Friday to 6:00 a.m. Tuesday during the Memorial Day and Labor Day holiday periods, and as defined by the CCI during the July 4th holiday period.

The work shall be suspended by the CCI at any time traffic is being unduly hampered or delayed by the work in progress. Hours where traffic would be expected to be unduly hampered in general are from 6:00 a.m. to 9:00 a.m. and from 3:00 p.m. to 6:00 p.m. weekdays. These hours may be adjusted as directed by the CCI.

Additional work hour restrictions for this contract may be listed below. They may include but are not limited to the following locations:

No mainline routes shall be treated with herbicides during the Adopt-A-Highway pickup dates. These dates change from year to year the Contractor is responsible for contacting the CCI annually for dates.

Contractor has reviewed the work hour schedule and agree to the terms.

3.5 Reserved

3.6. Organizational Chart

The Contractor must provide an overall organizational chart that details staff members, by name and title, and subcontractors.

Contractor will submit an organizational chart to program manager within 30 days of effective date.

3.7. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.

The relationship of the subcontractor to the Contractor.

Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

A complete description of the Contract Activities that will be performed or provided by the subcontractor.

Of the total bid, the price of the subcontractor's work.

Subcontracting is only allowed for the Herbicide application portion of the Contract.

Contractor will only use subcontractors for herbicide application (if needed).

3.8 Reserved

4.1 Project Plan

The Contractor will carry out this project under the direction and control of the Program Manager (PM) and location specific Contract Compliance Inspectors (CCI) or his/her designee. Within 14 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. A project work plan for managing implementation of the mowing and herbicide application services shall be specified and submitted to the Program Manager for review and approval. Project management plan must identify methods, tools and processes proposed to oversee the project, address issues and changes as may arise, and keep the appropriate parties apprised of progress.

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

1. EQUIPMENT LIST - indicating description, age, manufacturer, model and serial number of each piece. Equipment must meet or exceed all requirements defined under "Equipment Requirements" in this document. All equipment must be in the Contractor's possession, available for use and fully operational, prior to Contract award.
2. SCHEDULE OF OPERATIONS - personnel expected to complete work on this Contract.

3. Contractor's organizational chart with names and title of personnel assigned to the project and Contract information.
4. Safety Program, including traffic control plan(s).
5. Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to Procurement **prior** to Contract award.

Equipment failure **WILL NOT** constitute an acceptable reason for failure to provide mowing, litter pickup and herbicide treatment services. Adjustments to providing this service, including any weather-related deviations, must be approved by the CCI Contract Compliance Inspector or designated representative.

Any misrepresentation by the Contractor of its ability to perform the work described in this Contract will be grounds for immediate termination. In such case, a Contract will be awarded to the next lowest bidder who can demonstrate the ability to perform the work.

Contractor has reviewed this Project Management Section and will comply with no exceptions.

4.2. Meetings

Contractor must meet with the MDOT Program Manager and other department project-leads, on a basis to be established by Program Manager, CCI and the Contractor, for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems that arise, and to continuously communicate with the agency/departmental project-lead.

The Contractor must attend the following meetings:

- a) Pre-Proposal Meeting
 - i. Prior to submission of proposal and bid the potential bidders are required to meet with MDOT and program leads
- b) Pre-Award Meeting and Equipment Inspection
 - i. Prior to award, the successful low bidder is required to meet with the CCI and/or designee at the Contractor's facility. The purpose of this meeting will be to discuss the scope of the Contract and for the bidder to submit an equipment list indicating description, age, manufacturer, model, and serial number of each piece that will be used on the Contract. All the equipment listed for use on the Contract must be available for visual and/or mechanical inspection at the pre-award meeting. All equipment must meet or exceed all requirements defined under "Equipment Requirements" document. All equipment must be in the Contractor's possession, available for use and fully operational for immediate use. The Contractor must also provide any lease Contracts for the equipment at the Pre-Award Meeting. MDOT reserves the right to inspect the Contractor's equipment prior to the Contract start date and at any time throughout the duration of the Contract.
- c) Kick Off Meeting
 - i. Prior to commencement of work the successful bidder is required to meet with MDOT program staff

The State may request other meetings, as it deems appropriate.

Contractor will attend all meeting scheduled by MDOT.

4.2.1. Annual Service Review and Progress Meeting

- a) The Program Manager may request an audit of the services provided each year under the specifications, terms, and conditions of the Contract.
- b) An unsatisfactory audit may result in cancellation of the Contract under the terms of the Cancellation Clause in the Contract. Further, should the Contract be cancelled for cause, the Contractor so cancelled will not be allowed to participate in request(s) for continuation of this service.
- c) The audit will consist of an evaluation of the total service quality, including responsiveness, timeliness of required reporting, and any other specifics as required under the terms of the Contract. The results of the audit along with Contract recommendations will be published by Purchasing Operations and distributed to the respective Agency(s).
- d) Should the Contractor desire, a meeting will be arranged between all concerned parties within 10 (ten) calendar days of the date the Contractor received, or could have reasonably been expected to receive,

his/her copy of the audit. This meeting will provide an opportunity for the Contractor to present his/her reactions to audit recommendations.

Contractor has reviewed the annual service review and progress Section and will comply with no exceptions.

4.3. Reporting

The Contractor must submit, to the CCI the following written reports:

- a) Date and areas mowed
- b) All herbicide spray logs
- c) Date and areas of litter pickup
- d) Total hours worked

The reports are to be countersigned by an accountable person and submitted to the CCI on a bi-weekly basis.

Contractor has reviewed the above reporting Section and will comply with no exceptions.

5. Ordering

5.1. Authorizing Document

The appropriate authorizing document for the Contract will be a purchase order. A purchase order outlining requested services will be submitted to the contractor in the begging of each fiscal year or prior to the start of work

Contractor has reviewed the authoring document Section and is aware that a purchase order will be submitted prior to the start of work each fiscal year.

6. Invoice and Payment

6.1. Invoice Requirements

All invoices submitted to the State must be sent via e-mail to MDOT-Taylor-Invoices@michigan.gov and must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities; (e) unit price; and (f) total price. Overtime, holiday pay, and travel expenses will not be paid.

All invoices should reflect actual work done on a monthly basis.

MDOT shall pay the billed amount in accordance with the bid rate, and the payment terms specified in this Contract, which are net 45 days after the later of the invoice date, or the date the CCI certifies the invoice indicative of satisfactory completion of vegetation maintenance completed meeting the outcome target as outlined in this contract.

Contractor has reviewed the invoices and payment Section and will comply with no exceptions.

6.2. Payment Methods

The State will make payment for Contract Activities via Electronic Funds Transfer (EFT).

As required by MCL 18.1283, the Contractor must electronically register with the State at www.michigan.gov/cpexpress to receive EFT payments.

Contractor is registered with the State of Michigan – cpexpress.

6.3. Reserved

7. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages. The amounts of liquidated damages are specified in the **L.CONSEQUENCES FOR NON-CONFORMANCE** outlined in the **DESCRIPTION OF WORK** of this contract.

Contractor has reviewed the liquidated damages Section and will comply with no exceptions.

STATE OF MICHIGAN

Request For Proposal
Roadside Mowing of State Trunk Line (Wayne County)
I-94 (Rawsonville to M-102)

EXHIBIT C PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Microsoft Word. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 2 % discount off invoice if paid within 30 days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

The Bidder will complete the Location Specific Sheet (LSS) for pricing. The LSS contains bid quantities and lists the locations where roadside mowing operations will occur.

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	QUANTITY	CYCLES PER YEAR	PRICE PER ACRE (Vendor Complete)	TOTAL ANNUAL COST (Vendor Complete)	TOTAL COST FOR 5 YEARS (Vendor Complete)
<input type="checkbox"/>	Flat Mowing and Litter Removal/Disposal, I-94	ACRE	692	2 CYCLES/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$60.00	\$83,040.00	\$415,200.00
<input type="checkbox"/>	Slope Mowing and Litter Removal/Disposal, I-94	ACRE	332	2 CYCLES/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$255.00	\$169,320.00	\$846,600.00
<input type="checkbox"/>	Flat Mowing and Litter Removal/Disposal, I-94 @ Schaeffer/Gate10	ACRE	18***	1 CYCLE/YEAR 5 CYCLES TOTAL FOR 5 YEARS	\$60.00	\$1,080.00	\$5,400.00
<input type="checkbox"/>	Selective Broadleaf Weed Control on Roadside Turf, I-94	ACRE	1024	1 CYCLE/YEAR 5 CYCLES TOTAL FOR 5 YEARS	\$107.00	\$109,568.00	\$547,840.00
<input type="checkbox"/>	Optional Flat Mowing and Litter Removal/Disposal, I-94	ACRE	836*	2 CYCLE/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$60.00	\$100,320.00	\$501,600.00
<input type="checkbox"/>	Optional Slope Mowing and Litter Removal/Disposal, I-94	ACRE	352*	2 CYCLES/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$255.00	\$179,520.00	\$897,600.00
<input type="checkbox"/>	Optional Broadleaf Weed Control on Roadside Turf, I-94	ACRE	183	1 CYCLE/YEAR 5 CYCLES TOTAL FOR 5 YEARS	\$107.00	\$19,581.00	\$97,905.00
<input type="checkbox"/>	Optional Litter Removal/Disposal, I-94	ACRE	1244**	6 CYCLES/YEAR 30 CYCLES TOTAL FOR 5 YEARS	\$50.00	\$373,200.00	\$1,866,000.00
<input type="checkbox"/>	Optional Brush Mowing, I-94	ACRE	500	AS DIRECTED BY THE CCI	\$140.00	\$70,000.00	\$70,000.00
TOTAL						\$1,105,629.00	\$5,248,145.00

*Quantity includes all vegetated areas (excludes wooded and swamp areas)

**Quantity includes all of MDOT's non-paved area (includes wooded and swamp areas)

***Location has wild flowers and only gets mowed once a year (October 15-November 1)

Disclaimer: Optional Quantities are not guaranteed to be the entire quantity listed, the optional quantity can be in the range from one to the high end listed in the table above. Quantity needed is to be decided by PM/CCI or his/her designee at the time optional item is requested.

LOCATION SPECIFICATION SHEET (LSS)

TAYLOR TSG

CONTRACT#:591B6600218

**MOWING, LITTER PICKUP AND HERBICIDE APPLICATION SERVICES WITHIN
WAYNE COUNTY**

I-94 (RAWSONVILLE TO M-102)

CONTRACTOR: Payne Landscaping

CONTRACT INFORMATION

ESTIMATED CONTRACT START DATE:	05/16/2016	CONTRACT END DATE:	05/15/2021
PREVIOUS BPO:	071B1300317, 071B9200208 & 071B1300316		
CONTRACT INFORMATION:	5 (Five) Year Contract with 2 Each 1 Year Options to Extend		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	MDOT Taylor TSC		
BUILDING ADDRESS:	6510 Telegraph Road, Taylor, MI 48180		
REGION / COUNTY:	Metro / Wayne County		

PROCUREMENT CONTACT INFORMATION

PROCUREMENT OFFICE NAME:	MDOT Purchasing		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	harrist@michigan.gov	CONTACT FAX #:	517-373-3707
PROGRAM MANAGER (PM) NAME:	Jasna Cehaja	CONTACT PHONE #:	313-375-2444
PM CONTACT E-MAIL:	cehajaj@michigan.gov	CONTACT FAX #:	313-295-0844

LOCATION INFORMATION

OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	N/A	(FILL IN IF NEEDED)	N/A
IDENTIFY DAYS OF SERVICE:	Determined by PM/CCI	IDENTIFY HOURS OF SERVICE: [EXAMPLE: 5:30 A.M. TO 5:30 P.M.]	Determined by PM/CCI

LOCATION	SLOPE QUANTITY (ACRES)	FLAT QUANTITY (ACRES)	TOTAL QUANTITY (ACRES)
I-94 at Schaeffer/Gate 10*	0	18	18
I-94 (Rawsonville to Wayne) **	4	185	189
I-94 (Wayne to W. Grand Blvd)	139	507	646
I-94 (W. Grand Blvd to 8 Mile Rd)	189	0	189
TOTAL***	332	692	1024

TABLE 1 - Mowing Area Locations

*I-94 at Schaeffer/Gate 10 due to wild flower restrictions this locations is to be mowed only once a year between October 15th and November 1st. Acreage included in optional broadleaf weed control and optional litter removal on the pricing sheet.

** Swath mowing (12' on outside of each bound and full median)

*** Total acreage does not include I-94 at Schaeffer/Gate 10 Area

Interchanges provided In Table 2 are provided for informational purposes only, quantitles are included in Table 1.

INTERCHANGES	QUANTITY (ACRES)	TYPE
I-94 and Rawsonville Interchange	17	flat
I-94 and Belleville Interchange	30	flat
I-94 and Haggerty Interchange	26	flat
I-94 and I-275 Interchange	45	flat
I-94 and Wayne Interchange	18	flat
Wayne and I-94	4	slope
I-94 and Vining Interchange	28	flat
I-94 and Vining Interchange	3	slope
I-94 and Ecorse Interchange	12	flat
I-94 and Telegraph Interchange	20	flat
I-94 and Southfield Interchange	25	flat
Pelham and I-94	5	slope
I-94 and Oakwood Interchange	22	flat
I-94 and Greenfield Interchange	13	slope
I-94 and Schaefer Interchange	10	slope
I-94 and Rotunda Interchange	5	slope
I-94 and Michigan Avenue Interchange	17	slope
I-94 and Livernois Interchange	2	slope
I-94 and I-96 Interchange	20	slope
I-94 and M-10 Interchange	17	slope

I-94 and I-75 Interchange	27	slope
I-94 and M-3 Interchange	6	slope
I-94 and Conner Interchange	6	slope
INTERCHANGE TOTAL	378	

TABLE 2 - Interchanges

Interchanges mowed by others: I-94/Merriman and I-94/Middlebelt (mowed by Wayne County Airport Authority)

Clear vision locations in Table 3 below are provided for instances when the CCI/PM needs to use Optional Mowing to address only clear vision.

OPTIONAL CLEAR VISION LOCATIONS	QUANTITY (ACRES)	TYPE
I-94 at Belleville	3	flat
I-94 at Haggerty	3	flat
I-94 at Wayne	3	flat
I-94 at Vining	2	flat
I-94 at Pelham	3	slope
TOTAL	14	

TABLE 3 - Clear Vision Locations

Locations listed in Table 4 below are provided for instances when the CCI/PM needs to use Optional Litter Pickup to address only frequent litter collection locations.

OPTIONAL LITTER PICKUP	QUANTITY (ACRES)
I-94 at Pelham	3
TOTAL	3

TABLE 4 – Optional Litter Pickup –Frequent Locations

Quantities are estimates only. Contractor must inspect the property for tree limbs/branches and debris that would need to be removed from the grass areas prior to mowing. Trim all vegetation within the mow area that cannot be cut with a mower including areas around delineator posts, sign posts, barrier walls, retaining walls and drainage structures. Vegetation trimming shall be done within 24 hours of mowing. All grass clippings and debris is to be removed from the shoulder and valley gutter and off all drainage structures covers the day of mowing.

EQUIPMENT

Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF MOWER/TRIMMER	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & <u>OWNED</u> OR <u>RENTED/LEASED</u>
1. Super slopes (X10)	Kut Kwick		All owned under 10 years old
2. Tractors (X6)	John Deere		All owned under 10 years old
3. Rotary Cutter (X6)	Land Pride		All owned under 1 years old
4. Skid Sprayers (X4)	Lesco		New
5.			
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13.			

STATE OF MICHIGAN

Request For Proposal Roadside Mowing of State Trunkline (Wayne County)

I-75 (M-102 to Huron River Dr.),
I-375 (Jefferson to I-75) and
M-8 (Rosa Parks to Conant)

EXHIBIT C PRICING

1. The Contractor must provide a pricing schedule for the proposed Contract Activities using Microsoft Word. The pricing schedule should be submitted in a modifiable format (e.g., Microsoft Word or Excel); however, you may also submit an additional pricing schedule in a non-modifiable format (e.g., PDF). Failure to complete the pricing schedule as requested may result in disqualification of your proposal.
2. Price proposals must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
3. The Contractor is encouraged to offer quick payment terms. The number of days must not include processing time for payment to be received by the Contractor's financial institution.

Quick payment terms: 2 % discount off invoice if paid within 30 days after receipt of invoice.

4. By submitting its proposal, the Contractor certifies that the prices were arrived at independently, and without consultation, communication, or agreement with any other Contractor.

The Bidder will complete the Location Specific Sheet (LSS) for pricing. The LSS contains bid quantities and lists the locations where roadside mowing operations will occur.

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	QUANTITY	CYCLES PER YEAR	PRICE PER ACRE (Vendor Complete)	TOTAL ANNUAL COST (Vendor Complete)	TOTAL COST FOR 5 YEARS (Vendor Complete)
<input type="checkbox"/>	Flat Mowing and Litter Removal/Disposal, I-75, I-375 & M-8	ACRE	272*	2 CYCLES/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$60.00	\$32,640.00	\$163,200.00
<input type="checkbox"/>	Slope Mowing and Litter Removal/Disposal, I-75, I-375 & M-8	ACRE	336*	2 CYCLES/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$225.00	\$151,200.00	\$756,000.00
<input type="checkbox"/>	Selective Broadleaf Weed Control on Roadside Turf, I-75, I-375 & M-8	ACRE	608*	1 CYCLE/YEAR 5 CYCLES TOTAL FOR 5 YEARS	\$107.00	\$65,056.00	\$325,280.00
<input type="checkbox"/>	Optional Flat Mowing and Litter Removal/Disposal, I-75, I-375 & M-8	ACRE	272*	2 CYCLE/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$60.00	\$32,640.00	\$163,200.00
<input type="checkbox"/>	Optional Slope Mowing and Litter Removal/Disposal, I-75, I-375 & M-8	ACRE	336*	2 CYCLES/YEAR 10 CYCLES TOTAL FOR 5 YEARS	\$255.00	\$171,360.00	\$856,800.00
<input type="checkbox"/>	Optional Selective Broadleaf Weed Control on Roadside Turf, I-75, I-375 & M-8	ACRE	100	1 CYCLES/YEAR 5 CYCLES TOTAL FOR 5 YEARS	\$107.00	\$10,700.00	\$53,500.00
<input type="checkbox"/>	Optional Litter Removal/Disposal, I-75, I-375 & M-8	ACRE	673**	6 CYCLES/YEAR 30 CYCLES TOTAL FOR 5 YEARS	\$50.00	\$201,900.00	\$1,009,500.00
<input type="checkbox"/>	Optional Brush Mowing, I-75	ACRE	400	AS DIRECTED BY THE CCI	\$140.00	\$56,000.00	\$56,000.00
TOTAL						\$741,656.00	\$3,383,480.00

*Quantity includes all vegetated areas (excludes wooded and swamp areas)

**Quantity includes all of MDOT's non-paved area (includes wooded and swamp areas)

Disclaimer: Optional Quantities are not guaranteed to be the entire quantity listed, the optional quantity can be in the range from one to the high end listed in the table above. Quantity needed is to be decided by PM/CCI or his/her designee at the time optional item is requested.

LOCATION SPECIFICATION SHEET (LSS)

TAYLOR TSG

CONTRACT#:591B6600218

**MOWING, LITTER PICKUP AND HERBICIDE APPLICATION SERVICES WITHIN
WAYNE COUNTY**

**I-75 (M-102 TO HURON RIVER DR.),
I-375 (JEFFERSON TO I-75) AND
M-8 (ROSA PARKS TO CONANT)**

CONTRACT INFORMATION			
ESTIMATED CONTRACT START DATE:	05/1/2016	CONTRACT END DATE:	04/30/2021
PREVIOUS BPO:	071B1300317, 071B9200208 & 071B1300316		
CONTRACT INFORMATION:	5 (Five) Year Contract with 2 Each 1 Year Options to Extend		
CONTRACTING AGENCY NAME:	MDOT		
BUILDING NAME AND NUMBER:	MDOT Taylor TSC		
BUILDING ADDRESS:	6510 Telegraph Road, Taylor, MI 48180		
REGION / COUNTY:	Metro / Wayne County		
PROCUREMENT CONTACT INFORMATION			
PROCUREMENT OFFICE NAME:	MDOT Purchasing		
PROCUREMENT OFFICE CONTACT NAME:	Terry Harris	CONTACT PHONE #:	517-335-2507
PROCUREMENT OFFICE CONTACT E-MAIL:	harrist@michigan.gov	CONTACT FAX #:	517-373-3707
PROGRAM MANAGER (PM) NAME:	Jasna Cehaja	CONTACT PHONE #:	313-375-2444
PM CONTACT E-MAIL:	cehajaj@michigan.gov	CONTACT FAX #:	313-295-0844
LOCATION INFORMATION			
OFFICIAL WORKING DAYS OF BUILDING OCCUPANTS:	N/A	OFFICIAL WORKING HOURS OF BUILDING OCCUPANTS:	N/A
ESTIMATE OF AREA TO BE SERVICED: (IF APPLICABLE)	N/A	(FILL IN IF NEEDED)	N/A

LOCATION	SLOPE QUANTITY (ACRES)	FLAT QUANTITY (ACRES)	TOTAL QUANTITY (ACRES)
I-75 Connector (Pennsylvania to US-24)	0	5	5
I-75 (Huron River Dr to Clark)	84	260	344
I-75 (Clark to M-102)	216	0	216
I-375 (Jefferson to I-75)	13	0	13
M-8 (Rosa Parks to Conant)	23	7	30
TOTAL	336	272	608

TABLE 1 - Mowing Area Locations

Interchanges provided in Table 2 are provided for informational purposes only, quantities are included in Table 1.

INTERCHANGES	QUANTITY (ACRES)	TYPE
I-75 and M-8 Interchange	33	slope
I-375 and I-75/M-3 Interchange	18	slope
I-75 and M-10 Interchange	19	slope
I-75 and I-96 Interchange	37	slope
I-75 and Dearborn Interchange	3	flat
I-75 and Schaefer Interchange	13	slope
I-75 and Outer Drive Interchange	9	slope
I-75 and Southfield Interchange	7	slope
I-75 and Dix Interchange	7	slope
I-75 and Northline Interchange	9	flat
I-75 and Allen Interchange	14	flat
I-75 and Eureka Interchange	11	flat
I-75 and Dix-Sibley Interchange	35	flat
I-75 and West Interchange	24	flat
I-75 and Gibraltar Interchange	40	flat
I-75 and M-85 Interchange	2	flat
I-75 and Huron River Interchange	8	flat
INTERCHANGE TOTAL	289	

TABLE 2 - Interchanges

Interchanges mowed by others: I-75/Huron River Dr. (Partially mowed by City of Rockwood)

Clear vision locations in Table 3 below are provided for instances when the CCI/PM needs to use Optional Mowing to address only clear vision.

OPTIONAL CLEAR VISION LOCATIONS	QUANTITY (ACRES)	TYPE
I-75 at Outer Drive	3	flat
I-75 at Dearborn St	2	flat
I-75 at Northline	3	flat
I-75 at Eureka	3	flat
TOTAL	11	

TABLE 3 - Clear Vision Locations

Locations listed in Table 4 below are provided for instances when the CCI/PM needs to use Optional Litter Pickup to address only frequent litter collection locations.

OPTIONAL LITTER PICKUP	QUANTITY (ACRES)
I-75 at Dearborn St	3
I-75 at Outer Drive	3
M-8 (Gallagher to Klinger)	2
TOTAL	8

TABLE 4 – Optional Litter Pickup –Frequent Locations

Quantities are estimates only. Contractor must inspect the property for tree limbs/branches and debris that would need to be removed from the grass areas prior to mowing. Trim all vegetation within the mow area that cannot be cut with a mower including areas around delineator posts, sign posts, barrier walls, retaining walls and drainage structures. Vegetation trimming shall be done within 24 hours of mowing. All grass clippings and debris is to be removed from the shoulder and valley gutter and off all drainage structures covers the day of mowing.

EQUIPMENT

Instructions: Provide a complete list of all the equipment you will utilize to manage the scope of work for this contract location. List should include all equipment to be used during services and any other function(s) needed to perform this service. Also indicate whether the equipment is owned or rented. (Expand the table if necessary or submit separate table of equipment/supplies with proposal).

TYPE OF MOWER/TRIMMER	MANUFACTURER/ MODEL	SERIAL No. & HORSEPOWER @ PTO	APPROXIMATE AGE OF EQUIPMENT & OWNED OR RENTED/LEASED
1. Super slopes (X10)	Kut Kwick		All owned under 10 years old
2. Tractors (X6)	John Deere		All owned under 10 years old
3. Rotary Cutter (X6)	Land Pride		All owned under 1 years old
4. Skid Sprayers (X4)	Lesco		New
5.			
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