Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
530 W. Allegan, Lansing, MI 48933

10/21/2013

CHANGE NOTICE NO. 1 TO
CONTRACT NO. 751B3200043
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor	Primary Contact	
Waste Management 48797 Alpha Drive, Suite 150 Wixom, MI 48393	Pam Ebeling, Sales Coordinator	
	Email PEbeling@wm.com	
	Telephone (888)960-0008	Contractor #, Mail Code 4786/109

State Contact	Agency	Name	Telephone	Email
Contract Compliance Inspector	Tahquamenon Falls State Park	Craig Krepps	(906)492-3415	kreppsc@michigan.gov
Buyer	DNR Procurement	Lisa VanOstran	(517)373-7987	vanostranl@michigan.gov

Initial Contract Summary

Description (Provide a basic but comprehensive description of services)
Rubbish removal services at Tahquamenon Falls State Park campgrounds

Effective Date	Initial Expiration Date	Initial Available Options	Current Expiration Date
04/01/2013	03/31/2016	Two 1-year	03/31/2016
Payment Terms	F.O.B.	Shipped	Shipped From
Net 45 days	N/A	N/A	N/A
Minimum Delivery Requirements N/A		Alternate Payment Options ☐ P-Card ☐ Direct Voucher (DV)	Available to MiDeal Participants ☐ Yes ☒ No

Description of Change Notice

Option Exercised: ☐ Yes ☒ No If Yes, New Expiration Date:

Provide the detail of the Change Notice
Change quantity of containers on line 005 of the pricing sheet from two (2) containers to three (3) containers. No change in price or contract value.

Value/Cost of Change Notice	Estimated Revised Aggregate Contract Value
$0.00	$27,076.50

FOR THE CONTRACTOR:

WASTE MANAGEMENT
Firm Name

Pamela A Ebeling
Authorized Agent Signature

PAMELA A EBELING
Authorized Agent (Print or Type)

10/21/13
Date

FOR THE STATE:

Department of Natural Resources

Lisa VanOstran
Authorized Buyer Signature

Lisa VanOstran
Authorized Buyer (Print or Type)

10/22/13
Date

REVISED PRICING SHEET:

PRICE SHEET						
Containers		**Service Period**	**Collection Frequency**	**Collection Fee**	**Estimated Usage**	**One Year Collection Fee**
Quantity	**Capacity**					
3	8 CY	Furnish and service containers at: Rivermouth Modern Campground Riverbend Campground Overlook Campground Dates of Service: approx. 5/26 – 6/29	One time per week	$8.25 per cubic yard	120 yards	$ 990.00
6	8 CY	Furnish and service containers at: Rivermouth Modern Campground Riverbend Campground Overlook Campground Dates of Service: approx. 6/30 – 8/31	One time per week	$8.25 per cubic yard	432 yards	$3,564.00
2	8 CY	Furnish and service containers at: Rivermouth Modern Campground Riverbend Campground Dates of Service: approx. 9/1 – 10/19	One time per week	$8.25 per cubic yard	112 yards	$ 924.00
2	6 CY	Furnish and service containers at: Rivermouth Rustic Campground Rivermouth Shop Dates of Service: approx. 6/30 – 9/7	One time per week	$8.25 per cubic yard	120 yards	$ 990.00
3	8 CY	Furnish and service containers at: Park Headquarters Dates of Service: approx. 5/26 – 9/7	One time per week	$8.25 per cubic yard	240 yards	$1,980.00
All	6 CY	Furnish and service containers at: Rivermouth Rustic Campground Rivermouth Shop	On-Call	$49.50 per pull/per container	5 pulls	$ 247.50
All	8 CY	Furnish and service containers at: Rivermouth Modern Campground Overlook Campground Riverbend Campground Park Headquarters	On-Call	$66.00 per pull/per container	5 pulls	$ 330.00
1.			**TOTAL ONE YEAR COLLECTION FEE**			$ 9,025.50
2.			**YEARS IN CONTRACT TERM**			3
3. (Multiply line 1 and 2)			**TOTAL CONTRACT TERM COLLECTION FEE**			$27,076.50

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	Email **PEbeling@wm.com**	
	Telephone **888-960-0008**	Contractor #, Mail Code **4786/109**

State Contact	DNR Agency	Name	Telephone	Email
Contract Administrator	Tahquamenon Falls State Park	Craig Krepps	906-492-3415	kreppsc@michigan.gov
Buyer	DNR Procurement Services	Lisa VanOstran	517-373-7987	Vanostranl@michigan.gov

Contract Summary

Description

Rubbish removal services at Tahquamenon Falls State Park campgrounds

Initial Term	Effective Date	Initial Expiration Date	Available Options
3 years	**04/01/2013**	**03/31/2016**	**Two 1-year**
Payment Terms **Net 45 days**	F.O.B. **N/A**	Delivery **N/A**	Shipped From **N/A**
Minimum Delivery Requirements **N/A**		Alternate Payment Options ☐ P-Card ☐ Direct Voucher (DV)	Available to MiDeal Participants ☐ Yes ☒ No

Miscellaneous Information

The terms and conditions of this Contract are those of solicitation ITB-LV-PRD-751R3200599, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State

ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $27,076.50

THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation ITB-LV-PRD-751R3200599. Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

Michigan Department of Natural Resources – Procurement Services
P.O. Box 30028, Lansing, MI 48909
OR
530 W. Allegan, Lansing, MI 48933

CONTRACT NO. 751B3200043

Between

STATE OF MICHIGAN

and

Required by authority of 1984 PA 431, as amended.

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State Contact	DNR Agency	Name	Telephone	Email
Contract Administrator	Tahquamenon Falls State Park	Craig Krepps	906-492-3415	kreppsc@michigan.gov
Buyer	DNR Procurement Services	Lisa VanOstran	517-373-7987	Vanostranl@michigan.gov

Contract Summary			
Description **Rubbish removal services at Tahquamenon Falls State Park campgrounds**			
Initial Term **3 years**	Effective Date **04/01/2013**	Initial Expiration Date **03/31/2016**	Available Options **Two 1-year**
Payment Terms **Net 45 days**	F.O.B. **N/A**	Delivery **N/A**	Shipped From **N/A**
Minimum Delivery Requirements **N/A**		Alternate Payment Options ☐ P-Card ☐ Direct Voucher (DV)	Available to MiDeal Participants ☐ Yes ☒ No
Miscellaneous Information **The terms and conditions of this Contract are those of solicitation ITB-LV-PRD-751R3200599, this Contract Agreement and the vendor's quote. In the event of any conflicts between the specifications, and terms and conditions, indicated by the State and those indicated by the vendor, those of the State take** **ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: $27,076.50**			

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FOR THE CONTRACTOR:

WASTE MANAGEMENT
Firm Name

Pamela A Ebeling
Authorized Agent Signature

PAMELA A EBELING
Authorized Agent (Print or Type)

3-12-13
Date

FOR THE STATE:

Department of Natural Resources

Lisa VanOstran
Signature

Lisa VanOstran, Buyer
Name/Title

3/13/13
Date

1

STATE OF MICHIGAN
Department of Natural Resources
Procurement Services

CONTRACT# 751B3200043
RUBBISH REMOVAL SERVICES
For
Parks and Recreation Division
Tahquamenon Falls State Park

STATE OF MICHIGAN TERMS AND CONDITIONS

I. INTRODUCTION

This is a contract for rubbish removal services at the Tahquamenon Falls State Park.

II. ENTIRE AGREEMENT

This Contract consists of the State's Terms and Conditions. The State's Terms and Conditions consist of the Work Statement and the General Contract Provisions. This Contract constitutes the complete and exclusive agreement and understanding of the parties as it relates to this transaction. This Contract supersedes all proposals, or other prior agreements, and all other communications between the parties relating to this transaction. If there is a conflict between the State's Terms and Conditions and the Contractor's Proposal, the State's Terms and Conditions shall take precedence.

STATEMENT OF WORK

I. INTRODUCTION

This section is designed to provide the Contractor with information on requirements associated with this Contract. Quantities specified are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities. The Contractor shall be required to furnish all such services as may be ordered during the contract term.

II. SCOPE OF WORK

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the rubbish removal services as described in the specifications detailed herein. The required objectives are to perform rubbish removal operations in an approved and workmanlike manner without hindrance or delay and to maintain the facility(s) in such a manner that provides a clean, healthy and safe environment for occupants and visitors of state owned facilities.

III. SPECIFIC REQUIREMENTS

The Contractor shall provide rubbish removal services for Tahquamenon Falls State Park, 41382 W M 123, Paradise, MI 49768.

Description of area to be serviced: Park headquarters, Lower Falls and Rivermouth campgrounds.

Any service no longer required may be canceled from this Contract.

The Contractor must contact the Contract Administrator to arrange schedules and to receive necessary orientation prior to the start of any contracted service.

IV. SERVICE SPECIFICATIONS

A. Services include furnishing, installing, and setting in place all containers and collecting, hauling and disposing of container contents. Contract Administrator or designee will determine location of containers.

B. Rubbish accumulation will include any and all materials that are discarded by the agency or public during the use, operation and maintenance of Tahquamenon Falls State Park facilities.

C. Collection times and collection frequencies will be conducted according to schedules which have been determined by the Contract Administrator. Yearly schedules will be conveyed to the Contractor through the issuance of purchase orders. Purchase orders will specify the start date and end date of Service Periods for each "Collection Frequency" on the Pricing Sheet. Start date and end date of Service Periods may vary from year to year. Any change in schedules must have prior approval from the Contract Administrator.

D. The Contract Administrator or designee will notify the Contractor by phone of all pick-ups identified on the pricing sheet as "on call". The Contractor is to respond to the "on-call" request for pick-up within 24 hours.

E. When scheduled pickup falls on a holiday, service will be performed the following day.

F. Service must be provided no earlier than 8:00 a.m. and no later than 6:00 p.m.

G. Containers will be the property of the Contractor; therefore, all maintenance of containers will be the responsibility of the Contractor. Containers will be clean and well painted and in like new condition. All containers will be handled carefully and with caution to avoid damage or abuse that would cause them to be unsightly. Any container which is or becomes unsightly, or presents a hazard to the agency or public will be removed immediately and replaced by the Contractor. Containers will be maintained to prevent foul odors.

H. Containers will have tight fit, top loading split covers with lid positioners.

I. Refuse and accumulations spilled from container while being serviced must be immediately cleaned up by the contractor's collector.

J. Any excess refuse stacked against full containers must be picked up with collection.

K. Collection vehicles will not be parked longer than necessary to make vicinity collections.

V. CONTRACT TERM

The term of this Contract will be approximately three years beginning approximately April 1, 2013 and ending approximately March 31, 2016.

This Contract may be renewed in writing by mutual agreement of the parties. This Contract may be renewed for up to two (2) additional one (1) year periods. Contractor performance, quality of service, price, cost savings, and the Contractor's ability to deliver on time are some of the criteria that will be used as a basis for any decision by DNR Procurement Services to renew this Contract.

VI. MINIMUM EQUIPMENT REQUIRED

The Contractor must have equipment and staff to adequately perform the specified services. In the event of mechanical breakdown, the Contractor shall be expected to provide backup service so that rubbish removal services are performed as required. Equipment failure **SHALL NOT** constitute an acceptable reason for not performing the contracted service.

VII. INSURANCE

The Contractor shall have insurance coverage as outlined in the General Contract Provisions for injury to or destruction of property, including loss of use there from, and carry automobile hazard insurance as required by law. Proof of insurance must be provided to the DNR Buyer.

VIII. DAMAGE

The Contractor performing work on State property shall report all accidents and/or injuries to the Contract Administrator. The Contractor shall provide a verbal report to the Contract Administrator within one hour of occurrence followed by a written report within 24 hours of occurrence. Any damage to parking lot, office building, curbs, pavements, shrubs, etc. caused by rubbish collectors/equipment shall be repaired and/or replaced by the Contractor.

IX. INVOICING AND PAYMENT

A. Invoice billings shall be rendered on a monthly basis. Invoiced amounts shall be per Contract prices only; **no additional or miscellaneous charges (disposal fees, administrative fees, fuel surcharges, etc.) are allowed**. All invoices must reference a correct purchase order number.

B. Payment terms are Net 45 Days.

C. Public Act 533 of 2004 requires that payments under any Contract be processed by electronic funds transfer (EFT).

X. PRICE ADJUSTMENTS

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

Prices are subject to change at the end of each 365 day period. Such changes shall be based on changes in actual costs incurred. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change. The DNR reserves the right to consider various pertinent information sources to evaluate price increase requests (such as the CPI and PPI, US City Average, as published by the US Department of Labor, Bureau of Labor Statistics). The DNR also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of this Contract term unless further revised at the end of the next 365 day period.

Requests for price changes shall be RECEIVED IN WRITING BY DNR PROCUREMENT SERVICES AT LEAST 30 DAYS PRIOR TO THEIR EFFECTIVE DATE, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, this Contract may be cancelled. The continued payment of any charges due after September 30th of any fiscal year shall be subject to the availability of an appropriation for this purpose.

XI. LICENSE REQUIREMENTS

All material picked up shall be disposed of in a facility properly licensed under the requirements of Part 115, Solid Waste Management of the Natural Resources & Environmental Protection Act (NREPA), 1994 PA 451, as amended, (formerly known as Act 641 of 1978, as amended) and the administrative rules adopted pursuant to that act. Proper documentation must be provided if requested.

The disposal site shall be in compliance with applicable state and federal laws, rules, regulations, and shall not be a listed Superfund Site or on the Michigan Sites of Environmental Contamination Priority List published pursuant to Act 201 of 1994, PA 401 (formerly Act 307 of 1982). A listed Superfund Site may be used when the State generated waste is disposed of in a portion of the site which is currently engaged in appropriate remedial response activity regarding those portions of the site which are not in compliance.

Solid waste haulers shall provide disposal services at licensed facilities, which are authorized in the applicable Solid Waste Management Plan(s) to accept solid waste from the locations included in the Contract. These

sites were identified according to Sections 11513 and 11538(6) of Part 115 and Administrative Rule 711 (e) (iii) (C) of the administrative rules promulgated for Part 115.

If at any time the disposal site is not in compliance with the requirements stipulated above, the State reserves the right to amend or cancel this Contract.

GENERAL CONTRACT PROVISIONS

I. MODIFICATIONS OF CONTRACT

This Contract may be modified provided that any changes proposed by either party are requested in writing and mutually agreed to by the official representative of the Contractor shown in this contract and the DNR Buyer. The request is not valid until it is signed by all parties, a Contract Change Notice is issued by the Department of Natural Resources and a Purchase Order is issued. A Change Authorization shall accompany any request for change.

II. NO WAIVER OF DEFAULT

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

III. SEVERABILITY

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

IV. HEADINGS

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

V. RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent contractor. No agent, employee, or servant of the Contractor or any of its Subcontractors will be deemed to be an employee, agent or servant of the State for any reason. Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract

VI. GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. By signing the agreement, the Contractor consents to personal jurisdiction in the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

VII. COST LIABILITY

The State assumes no liability for costs incurred by the Contractor or payment under this Contract, until the Contractor is notified in writing that this Contract has been approved and signed by all the parties, and a purchase order has been issued against this contract.

VIII. CONTRACTOR RESPONSIBILITIES

The Contractor shall have full responsibility for the successful performance and completion of all services. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for services. The Contractor shall not delegate any duties under this Contract to a subcontractor unless the State has given written consent to such delegation. The State shall have the right to approve all subcontractors and to require the Contractor to replace any subcontractors deemed unacceptable by the State. The Contractor is totally responsible for adherence by the subcontractor to all provisions of this Contract. Any change in subcontractors must be

approved by the State, in writing, prior to such change.

IX. MEDIA RELEASES

News releases (including promotional literature and commercial advertisements) pertaining to this Contract must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with this Contract are to be released without prior written approval of the State and then only to persons designated.

X. DISCLOSURE

All information in a bidder's proposal and a resulting contract are subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

XI. ACCOUNTING RECORDS

The Contractor shall be required to maintain all pertinent financial and accounting records and evidence pertaining to this Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time within the duration of this Contract and any extension thereof, and for three (3) years from the expiration date and final payment on this Contract or extension thereof.

XII. RECORDS AND INSPECTIONS

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at the Contractor's location(s) to determine if the Contractor is complying with the requirements of this Contract. The Contractor agrees to cooperate with the State during the audit and produce all records and documentation that verifies compliance with the contract requirements.

XIII. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on State premises, the Contractor shall conform to any specific safety requirements contained in this Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such safety requirements, rules, laws or regulations shall be a material breach of this Contract and shall be grounds for cancellation of this Contract in accordance with the cancellation provisions contained herein.

XIV. WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see www.michigan.gov/mdcs.

XV. TAXES

The Contractor is expected to collect and pay all applicable Federal, State, and local employment taxes for all persons involved in the resulting contract. Also, the Contractor shall maintain appropriate payroll information on a system that can produce any reports that may be needed by the State.

XVI. GENERAL INDEMNIFICATION

For purposes of indemnification as set forth in this Contract, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents.

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

The Contractor's duty to indemnify continues in full force and effect, not withstanding the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

XVII. INSURANCE REQUIREMENTS

A. Liability Insurance

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract.

All insurance coverages provided relative to this Contract are PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance shall be written for not less than any minimum coverage specified in this Contract or required by law, whichever is greater. (Note: for low risk projects, minimum coverage may be negotiable with State.)

Before both parties sign this Contract, the Contractor must furnish to the Agency Buyer, certificate(s) of insurance verifying insurance coverage ("Certificates"). The Certificate must be on the standard "Acord" form or equivalent. **The contract number must be shown on the certificate of insurance to assure correct filing.** All Certificate(s) are to be prepared and submitted by the insurance provider. All Certificate(s) shall contain a provision indicating that coverage's afforded under the policies **will not be cancelled, materially changed, or not renewed** without thirty (30) days prior written notice, except for ten (10) days for non-payment of premium, having been given to the Agency Buyer.

The notice must include the contract number affected and be mailed to: Procurement Services, Department of Natural Resources, P.O. Box 30028, Lansing, Michigan 48909. Failure to provide evidence of coverage may, at the State's sole option; result in the Contract's termination.

The Contractor is required to provide the type and amount of insurance listed below:

1. Commercial General Liability with the following minimum coverages:
   $2,000,000 General Aggregate Limit other than Products/Completed Operations
   $2,000,000 Products/Completed Operations Aggregate Limit
   $1,000,000 Personal & Advertising Injury Limit
   $1,000,000 Each Occurrence Limit

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

2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance for bodily injury and property damage as required by law.

   The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle

liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

3. Workers' compensation coverage must be provided in accordance with applicable laws governing the employees and employers work activities in the state of the Contractor's domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, the Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

   Any certificates of insurance received must also provide a list of states where the coverage is applicable.

   The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

4. Employers liability insurance with the following minimum limits:
   $100,000 each accident
   $100,000 each employee by disease
   $500,000 aggregate disease

(Please note: minimum insurance requirements for low risk projects may be negotiable with State.)

B. Certificates of Insurance and Other Requirements
The Contractor shall furnish to the Agency Buyer certificate(s) of insurance verifying insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). Before this Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor shall provide evidence that the State and its agents, officers and employees are listed as additional insured's under each commercial general liability and commercial automobile liability policy.

The Contractor shall maintain all required insurance coverage throughout the term of this Contract and any extensions thereto and, in the case of claims-made Commercial General Liability policies, shall secure tail coverage for at least three (3) years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended and shall not be construed to limit any liability or indemnity of the Contractor under this Contract to any indemnified party or other persons. The Contractor shall be responsible for all deductibles with regard to such insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, at the State's election (but without any obligation to do so) after the State has given the Contractor at least 30 days written notice, the State may pay such premium or procure similar insurance coverage from another company or companies; and at the State's election, the State may deduct the entire cost (or part thereof) from any payment due the Contractor, or the Contractor shall pay the entire cost (or any part thereof) upon demand by the State.

XVIII. NOTICE AND RIGHT TO CURE

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

XIX. TERMINATION

The State may terminate this Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents, and employees for any of the following reasons:

A. Cause. In the event that the Contractor breaches any of its material duties or obligations under this Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of termination to the Contractor, terminate this Contract in whole or in part, for cause, as of the date specified in the notice of termination.

In the event that this Contract is terminated for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, attorneys' fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Contract.

In the event the State chooses to partially terminate this Contract for cause, charges payable under this contract will be equitably adjusted to reflect those services that are terminated.

In the event this Contract is terminated for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that termination for cause shall be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Contract for a termination for convenience.

B. Convenience By the State. The State may terminate this Contract for its convenience, in whole or part, if the State determines that such a termination is in the State's best interest. Reasons for such termination shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make performance of the services under this Contract no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are terminated.

C. Non-Appropriation. The State may terminate this Contract in the event that funds to enable the State to effect continued payment under the contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this contract is subject to annual appropriation or availability of funds for this contract. If funds are not appropriated or otherwise made available, the State shall have the right to terminate this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving

written notice of termination to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.

D. Criminal Conviction. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity, the State may terminate this Contract.

E. Approvals Rescinded. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules, the State may terminate this Contract. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for personal services if the Director determines that disbursements under the contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Termination may be in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

XX. ASSIGNMENT AND DELEGATION

The Contractor shall not have the right to assign this Contract, to assign its rights under this Contract, or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this Section shall be null and void. Further, the Contractor may not assign the right to receive money due under this Contract without the prior written consent of DNR Procurement Services.

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named and approved in the bid unless DNR Procurement Services has given written consent to the delegation.

XXI. NON-DISCRIMINATION CLAUSE

In the performance of any contract or purchase order resulting herefrom, the Contractor agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom shall contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, et seq, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, et seq, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

XXII. UNFAIR LABOR PRACTICES

Pursuant to Act 278 of the public acts of the State of Michigan of 1980, the State shall not award a Contract or a subcontract to an employer who has been cited by the National Labor Relations Board as failing to correct an unfair labor practice pursuant to Section 2 of the Act. A contractor of the State, in relation to that contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier who is similarly cited. The State may void a contract, if, subsequent to award of the contract, the contractor as an employer, or the subcontractor, manufacturer, or supplier of the contractor is identified by DELEG Bureau of Employment Relations/MERC as failing to comply with this Act.

XXIII. SURVIVORSHIP

Any provisions of this Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

XXIV. PERFORMANCE REVIEWS

DNR may review with the Contractor their performance under this Contract. Performance reviews may be conducted quarterly, semi-annually or annually depending on the Contractor's past performance with the State. Performance reviews shall include, but are not limited to, quality of products/services being delivered and provided, timeliness of delivery, percentage of completion of orders, the amount of back orders, status of such orders, accuracy of billings, customer service, completion and submission of required paperwork, the number of substitutions and the reasons for substitutions, and other requirements of the contract.

Upon a finding of poor performance, which has been documented by DNR Procurement Services, the Contractor shall be given an opportunity to respond and take corrective action. If corrective action is not taken in a reasonable amount of time as determined by DNR Procurement Services, this Contract may be canceled for default. Delivery by the Contractor of unsafe and/or adulterated or off-condition products to any State agency is considered a material breach of contract subject to the cancellation provisions contained herein.

PRICING SHEET:

The "Unit Price" represents <u>all</u> costs for furnishing and servicing the quantity and size of containers as stated in the "Container Quantity & Capacity" columns. The "Estimated Yearly Usage" is the estimated number of weeks per year for the stated collection frequency or the estimated number of on call pickups per year. The "One Year Collection Fee" is the "Collection Fee" multiplied by the "Estimated Usage".

Start dates and end dates for each "Service Period" may vary from year to year. Actual start and end dates will be conveyed to the Contractor through the issuance of a Purchase Order.

PRICE SHEET						
Containers		**Service Period**	**Collection Frequency**	**Collection Fee**	**Estimated Usage**	**One Year Collection Fee**
Quantity	**Capacity**					
3	8 CY	Furnish and service containers at: Rivermouth Modern Campground Riverbend Campground Overlook Campground Dates of Service: approx. 5/26 – 6/29	One time per week	$8.25 per cubic yard	120 yards	$ 990.00
6	8 CY	Furnish and service containers at: Rivermouth Modern Campground Riverbend Campground Overlook Campground Dates of Service: approx. 6/30 – 8/31	One time per week	$8.25 per cubic yard	432 yards	$3,564.00

2	8 CY	Furnish and service containers at: Rivermouth Modern Campground Riverbend Campground Dates of Service: approx. 9/1 – 10/19	One time per week	$8.25 per cubic yard	112 yards	$ 924.00
2	6 CY	Furnish and service containers at: Rivermouth Rustic Campground Rivermouth Shop Dates of Service: approx. 6/30 – 9/7	One time per week	$8.25 per cubic yard	120 yards	$ 990.00
2	8 CY	Furnish and service containers at: Park Headquarters Dates of Service: approx. 5/26 – 9/7	One time per week	$8.25 per cubic yard	240 yards	$1,980.00
All	6 CY	Furnish and service containers at: Rivermouth Rustic Campground Rivermouth Shop	On-Call	$49.50 per pull/per container	5 pulls	$ 247.50
All	8 CY	Furnish and service containers at: Rivermouth Modern Campground Overlook Campground Riverbend Campground Park Headquarters	On-Call	$66.00 per pull/per container	5 pulls	$ 330.00
1.				**TOTAL ONE YEAR COLLECTION FEE**		$ 9,025.50
2.				**YEARS IN CONTRACT TERM**		3
3. (Multiply line 1 and 2)				**TOTAL CONTRACT TERM COLLECTION FEE**		$27,076.50