



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

**NOTICE OF CONTRACT NO. 751B4300061**  
**Between**  
**THE STATE OF MICHIGAN**  
**And**

*Required by authority of 1984 PA 431, as amended.*

Name of Contractor Lewiston Septic Service LLC	Primary Contact Val Richardson
Address of Contractor P. O. Box 385	Email <a href="mailto:val@lewistonseptic.com">val@lewistonseptic.com</a>
City, State, ZIP Lewiston, MI 49756	Telephone ( 989 ) 786-4762
	Contractor #, Mail Code 1394/E00

STATE CONTACTS	AGENCY	NAME	TELEPHONE	EMAIL
Contract Compliance Inspector	Interlochen SP	Christopher Stark	231-276-9511	<a href="mailto:starkc@michigan.gov">starkc@michigan.gov</a>
	Leelanau/TCSP	Kim Kaufmann	231-922-5270	<a href="mailto:kaufmannk@michigan.gov">kaufmannk@michigan.gov</a>
Buyer	Procurement Services	Lisa VanOstran	517-284-5975	<a href="mailto:vanostranl@michigan.gov">vanostranl@michigan.gov</a>

**CONTRACT SUMMARY**

Description Vault pumping services for sites administered by Interlochen State Park, Leelanau State Park and Traverse City State Park.			
Initial Term Three years	Effective Date 07/07/2014	Initial Expiration Date 06/30/2017	Available Options Two - one year options
Payment Terms Net 30 days	F.O.B N/A	Shipped N/A	Shipped From N/A
Alternate Payment Options <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other: _____		Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Minimum Delivery Requirements <b>Minimum order quantity is 6 vaults.</b>			
Miscellaneous Information <b>The terms and conditions of this Contract are those of ITB # 075114B0002358, 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 precedence.</b>			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$46,605.00			

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the ITB No. 075114B0002906. Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

All terms and conditions of the invitation to bid are made a part hereof.



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Address of Contractor P. O. Box 385	Email val@lewistonseptic.com
City, State, ZIP Lewiston, MI 49756	Telephone (989) 786-4762
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STATE CONTACTS	AGENCY	NAME	TELEPHONE	EMAIL
Contract Compliance Inspector	Interlochen SP Leelanau, TCSP	Christopher Stark Kim Kaufmann	231-276-9511 231-922-5270	starkc@michigan.gov kaufmannk@michigan.gov
Buyer	Procurement Services	Lisa VanOstran	517-284-5975	vanostranl@michigan.gov

Contract Summary			
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All terms and conditions of the Invitation to bid are made a part hereof.

**FOR THE CONTRACTOR:**

Lewiston Septic Service  
 Firm Name  
Val Richardson  
 Authorized Agent Signature  
Val Richardson  
 Authorized Agent (Print or Type)  
7-9-14  
 Date

**FOR THE STATE:**

Lisa VanOstran  
 Signature  
Lisa VanOstran  
 Name/Title  
DNR Procurement Services  
 Office  
7/10/14  
 Date

**STATE OF MICHIGAN  
Department of Natural Resources  
Procurement Services**

**CONTRACT# 751B4300061  
VAULT PUMPING SERVICES  
For  
Parks and Recreation Division**

**Interlochen State Park  
Leelanau State Park  
KJC Traverse City State Park**

**STATE OF MICHIGAN TERMS AND CONDITIONS**

**I. PROJECT REQUEST**

This Contract is for vault toilet pumping and waste disposal services for Interlochen State Park, Leelanau State Park and KJC Traverse City State Park and sites administered by these parks located in Grand Traverse, Benzie, Leelanau and Kalkaska counties.

**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**

**III. 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.

**IV. SCOPE OF WORK**

The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform the vault pumping services as described in the specifications detailed herein. The required objectives are to perform vault pumping services 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.

## V. SERVICE SPECIFICATIONS

The Contractor shall provide vault pumping services at Interlochen State Park (and sites administered by), Leelanau State Park and sites administered by KJC Traverse City State Park which are located in Grand Traverse, Benzie, Leelanau and Kalkaska counties.

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

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

The Department of Natural Resources operates Interlochen State Park, Leelanau State Park and KJC Traverse City State Park. Vault toilet facilities are located at these sites for use by campers and visitors. Vaults must be pumped as part of regular maintenance and to prevent overflow. Effluent pumped from vaults must be disposed of in a manner that complies with federal and state laws.

Contractor shall pump vault toilets located at the following sites:

### **INTERLOCHEN STATE PARK**

#### Grand Traverse County

Interlochen State Park (16)  
Lake Dubonnet SFC (10)  
Lake Dubonnet Trail SFC (4)  
Cedar Hedge BAS (1)

#### Benzie County

Lake Ann SFC (7)  
Garey Lake SFC (2)  
Garey Lake Trail SFC (4)  
Platte River SFC (6)  
Veteran's Memorial SFC (4)

Although the size of the vaults varies at Interlochen State Park, typically 300 effluent gallons will need to be pumped and disposed of. Estimated pumps per year in Grand Traverse County is 22, Benzie County 18.

### **LEELANAU STATE PARK**

#### Leelanau County

Leelanau State Park (13)

Vault sizes at Leelanau State Park are approximately 500 gallons and will typically have 400 effluent gallons to be pumped and disposed of. Estimated pumps per year is 26.

### **KJC TRAVERSE CITY STATE PARK**

#### Grand Traverse County

Skegemog Lake BAS (1)  
Spider Lake BAS (1)  
Arbutus Lake BAS (2)  
Arbutus Lake SFC (4)  
Forks SFC (2)

Schecks Place SFC (4)  
Schecks Place Trail SFC (4)  
Grand Traverse Cycle Trail (1)  
VASA Trail (1)  
Muncie Lake X-Country Ski Trail (1)  
Sand Lakes Quiet Area X-Country Ski Trail (2)

#### Kalkaska County

East Lake BAS (1)  
Sand Banks BAS (1)  
West Sharon Road BAS (1)  
CCC Bridge – East BAS (2)  
Guernsey Lake BAS (1)  
Rapid River Trail Camp SFC (4)  
CCC Bridge SFC (4)  
Guernsey Lake SFC (8)  
Kalkaska ATV Trail (1)

Vault sizes at KJC Traverse City State Park are approximately 300 gallons and will typically have 200 effluent gallons to be pumped and disposed of. Estimated pumps per year for Grand Traverse County is 20, Kalkaska County is 17.

#### **ALL LOCATIONS**

Frequency of pumping is not guaranteed. Vault pumping service shall be performed on an “on call” basis with completion of each request within two (2) days of call. The Contract Administrator or designee shall make every effort to schedule multiple vault pumps per request, however, there is a 6 vault minimum per order. Service for less than 6 vaults will be charged an additional fee (see pricing sheet for details).

Pumping of vaults at these locations may conflict with public use of these facilities. The Contractor shall coordinate service with park staff to minimize inconvenience to visitors.

Removing a concrete lid is often required. If there is no lid, the vault toilet shall be pumped through the opening inside the vault toilet.

Any solid matter such as rocks, bottles, cans, etc., shall be removed as much as possible and secured in plastic bags (supplied by the Contractor) and left behind vault toilet for retrieval by a park employee.

After pumping is completed, the interior of the vault toilet shall be left in a clean condition and disinfected with a bleach or equally effective solution. The area surrounding the vault toilets shall be left at least as clean as when the Contractor arrived at the site.

Safety lights shall be in operation whenever the Contractor’s vehicle is on State trails.

Disposal of all effluent shall be through a Michigan Department of Environmental Quality (DEQ) approved septage waste receiving facility or be land applied in accordance with state and federal laws.

#### **VI. CONTRACTOR RESPONSIBILITIES**

Removal, transport, and disposal of septage wastes shall be done in accordance with the requirements of Part 117, Septage Waste Servicers, Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA).

Contractor must be licensed through DEQ to remove and transport septage waste.

DEQ land permit is required for property used for land application of septage waste.

If not land applied, Contractor must dispose of septage waste at a DEQ authorized septage waste receiving facility.

## **VII. CONTRACT TERM**

The term of this Contract will be three years beginning July 7, 2014 and ending June 30, 2017.

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 pump 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.

## **VIII. 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 vault pumping services are performed as required. Equipment failure shall not constitute an acceptable reason for not performing the contracted service.

## **IX. 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 therefrom, and carry automobile hazard insurance as required by law. Proof of insurance must be provided to the DNR Buyer.

## **X. 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 vault pumping equipment shall be repaired and/or replaced by the Contractor.

## **XI. PRICING**

Price for service must be a per vault cost. Price must include all costs for equipment, labor, pumping charge, and disposal of waste; no additional or miscellaneous charges (disposal fees, administrative fees, fuel surcharges, etc.) are allowed.

## **XII. INVOICING AND PAYMENT**

Invoice billings shall be rendered on a monthly basis. Invoiced amounts shall be per Contract prices only. All invoices must reference a correct purchase order number and location pumped.

Payment terms are Net 30 Days. If agreed net payment terms are less than 45 days, in accordance with the State's standard procedure as specified in 1984 Public Act No. 279, MCL 17.51 et seq., payments made within 45 days after receipt of invoice are not subject to penalty.

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

### **XIII. 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 the Contract period 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 TEN 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 30 of any fiscal year will be subject to the availability of an appropriation for this purpose.

## **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 the 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 this Contract requirements.

**XIII. SAFETY AND ACCIDENT PREVENTION**

In performing work under this 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](http://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 this 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, notwithstanding 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 INSURED(S) 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 INSURED(S) 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 this 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 this 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.

**CONTRACT INFORMATION**

<b>ESTIMATED CONTRACT START DATE:</b>	July 7, 2014	<b>CONTRACT END DATE:</b>	June 30, 2017
<b>CONTRACT TERM:</b>	Three years		
<b>DIVISION NAME:</b>	Parks and Recreation Division		
<b>AGENCY NAME:</b>	Interlochen State Park		
<b>AGENCY ADDRESS:</b>	4167 M-137 Interlochen, MI 49643		
<b>COUNTIES:</b>	Grand Traverse and Benzie		
<b>AGENCY NAME:</b>	Leelanau State Park		
<b>AGENCY ADDRESS:</b>	15310 North Lighthouse Point Road Northport, MI 49670		
<b>COUNTIES:</b>	Leelanau		
<b>AGENCY NAME:</b>	KJC Traverse City State Park		
<b>AGENCY ADDRESS:</b>	1132 US-31 North Traverse City, MI 49686		
<b>COUNTIES:</b>	Grand Traverse and Kalkaska		
<b>CONTRACT ADMINISTRATOR NAME:</b>	Chris Stark – Interlochen State Park		
<b>TITLE:</b>	Supervisor		
<b>E-MAIL:</b>	<a href="mailto:starkc@michigan.gov">starkc@michigan.gov</a>		
<b>PHONE #:</b>	231-276-9511		
<b>CONTRACT ADMINISTRATOR NAME:</b>	Kim Kaufmann – Leelanau State Park		
<b>TITLE:</b>	Supervisor		
<b>E-MAIL:</b>	<a href="mailto:kaufmannk@michigan.gov">kaufmannk@michigan.gov</a>		
<b>PHONE #:</b>	231-922-5270		
<b>CONTRACT ADMINISTRATOR NAME:</b>	Kim Kaufmann – KJC Traverse City State Park		
<b>TITLE:</b>	Supervisor		
<b>E-MAIL:</b>	<a href="mailto:kaufmannk@michigan.gov">kaufmannk@michigan.gov</a>		
<b>PHONE #:</b>	231-922-5270		

**DNR INFORMATION**

<b>PROCUREMENT OFFICE NAME:</b>	Procurement Services
<b>BUYER NAME:</b>	Lisa VanOstran
<b>E-MAIL:</b>	<a href="mailto:vanostranl@michigan.gov">vanostranl@michigan.gov</a>
<b>PHONE #:</b>	517-284-5975
<b>FAX #:</b>	517-373-1164

**PRICING SHEET**

<b>Description</b>	<b>Unit Price</b>	<b>Estimated # of vaults pumped for three year contract period</b>	<b>Total Three Year Cost</b>
<b>INTERLOCHEN STATE PARK</b> Service location: Grand Traverse County Interlochen State Park  Number of vaults: 16  Vault size: 300 gallons (average size)	\$140.00 Per Vault	36	\$ 5,040.00
<b>INTERLOCHEN STATE PARK</b> Service location: Grand Traverse County  Lake Dubonnet SFC (10) Lake Dubonnet Trail SFC (4) Cedar Hedge BAS (1)  Number of vaults: 15  Vault size: 300 gallons	\$140.00 Per Vault	30	\$ 4,200.00
<b>INTERLOCHEN STATE PARK</b> Service location: Benzie County  Lake Ann SFC (7) Garey Lake SFC (2) Garey Lake Trail SFC (4) Platte River SFC (6) Veteran's Memorial SFC (4)  Number of vaults: 23  Vault size: 300 gallons	\$140.00 Per Vault	54	\$ 7,560.00
<b>LEELANAU STATE PARK</b> Service location: Leelanau County Leelanau State Park  Number of vaults: 13  Vault size: Approximately 500 gallons	\$190.00 Per Vault	78	\$14,820.00

<p>KJC TRAVERSE CITY STATE PARK Service location: Grand Traverse County</p> <p>Skegemog Lake BAS (1) Spider Lake BAS (1) Arbutus Lake BAS (2) Arbutus Lake SFC (4) Forks SFC (2) Schecks Place SFC (4) Schecks Place Trail SFC (4) Grand Traverse Cycle Trail (1) VASA Trail (1) Muncie Lake X-Country Ski Trail (1) Sand Lakes Quiet Area X-Country Ski Trail (2)</p> <p>Number of vaults: 23</p> <p>Vault size: 300 gallons</p>	<p>\$135.00 Per Vault</p>	<p>60</p>	<p>\$ 8,100.00</p>
<p>KJC TRAVERSE CITY STATE PARK Service location: Kalkaska County</p> <p>East Lake BAS (1) Sand Banks BAS (1) West Sharon Road BAS (1) CCC Bridge – East BAS (2) Guernsey Lake BAS (1) Rapid River Trail Camp SFC (4) CCC Bridge SFC (4) Guernsey Lake SFC (8) Kalkaska ATV Trail (1)</p> <p>Number of vaults: 23</p> <p>Vault size: 300 gallons</p>	<p>\$135.00 Per Vault</p>	<p>51</p>	<p>\$ 6,885.00</p>
<p><b>TOTAL THREE YEAR CONTRACT AMOUNT</b></p>			<p>\$46,605.00</p>

**Minimum order quantity is 6 vaults. If service is required on less than 6 vaults the following price adjustments will be made:**

- 4 – 5 vaults requested:     add 15% to vault price**
- 2 – 3 vaults requested:     add 30% to vault price**
- 1 vault requested:           add 85% to vault price**