



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. 751B4300063
Between
STATE OF MICHIGAN
and

Required by authority of 1984 PA 431, as amended.

Name and Address of Contractor Michigan State University Office of Sponsored Programs 426 Auditorium Rd., Rm 2 301 Administration Building East Lansing, MI 48824-2601	Primary Contact Diane Cox	
	Email Coxd@osp.msu.edu	
	Telephone (517) 884-4243	Contractor #, Mail Code *****5984/283

State Contact	Division	Name	Telephone	Email
Project Manager	Forest Resources	Ron Murray	(517) 284-5886	MurrayR@michigan.gov
Buyer	Finance and Operations	Jana Harding-Bishop	(517) 284-5938	HardingJ3@michigan.gov

Contract Summary			
Description (Provide a basic but comprehensive description of services) Detect, Confirm and Assist in the removal of Oak Wilt in the Upper Peninsula			
Initial Term 3 years	Effective Date 7/15/2014	Initial Expiration Date 7/14/2017	Available Options 2 – 1 year
Payment Terms Net 30	F.O.B. N/A	Shipped N/A	Shipped From N/A
Minimum Delivery Requirements N/A		Alternate Payment Options <input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV)	Available to MiDeal Participants <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION: \$75,000.00			

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THIS IS NOT AN ORDER: This Contract Agreement is awarded based on solicitation # 075114B0002437. Orders for delivery will be issued directly by the Michigan Department of Natural Resources through the issuance of a Purchase Order Form.

FOR THE CONTRACTOR:

Michigan State University

 Firm Name
 On-file in DNR Procurement

 Authorized Agent Signature
 Diane Cox, Senior Contract and Grant Administrator

 Authorized Agent (Print or Type)
 7/16/14

 Date

FOR THE STATE:

On-file in DNR Procurement

 Signature
 Jana Harding-Bishop/Buyer

 Name/Title
 DNR Finance and Operations/Procurement

 Division/Section
 7/16/14

 Date

STATE OF MICHIGAN TERMS AND CONDITIONS

I-A PURPOSE

This contract consists of the State of Michigan's (State) terms and conditions and the work statement (Attachment A). 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.

The purpose of this contract is to obtain the services of the Michigan State University Extension to conduct oak wilt identification, confirmation and removal.

I-B ISSUING OFFICE/CONTRACT ADMINISTRATOR

This contract is issued by the State of Michigan, Department of Natural Resources, Finance and Operations (FOD) for Forest Resources Division (FRD).

FOD is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this contract. All requests for changes, modifications, amendments, etc. must be addressed to:

Jana Harding-Bishop
DNR, FOD
3rd Floor, Constitution Hall
P.O. Box 30028
Lansing, MI 48909
(517) 284-5938

I-C CONTRACT STAFFING

Upon receipt of the properly executed contract agreement, it is anticipated that the person named below or any other person so designated be authorized to oversee the contract on a day-to-day basis during the term of the contract. However, oversight of this contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of this contract.

The DNR Project Manager is: Ron Murray
Department of Natural Resources
Forest Resources Division
Telephone: (517) 284-5886
Email: MurrayR@michigan.gov

The MSU Project Manager (MSU-PM) for this project is listed below. This person is responsible for the administration and research of the project. The MSU-PM does not have the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of the contract as that authority is retained by MSU - Office of Sponsored Programs.

Bill Cook
Forest Biomass Innovation Center
Michigan State University Extension
6005 J Road,
Escanaba, MI 49829
Telephone: (906) 786-1575 ext 103
Email: cookwi@anr.msu.edu

I-D PROGRAM OF WORK

Specific program objectives and deliverables are detailed in the attached statement of work (**ATTACHMENT A**).

I-E DELIVERABLES

See Section Attachment A and section I-F

I-F PROJECT CONTROL AND REPORTS

The Contractor will carry out this project under the direction and control of the DNR, Forest Resources Division.

The following reports will be required:

1. Map and description of project areas
2. Michigan Geo referenced maps showing perimeters of all confirmed oak wilt pockets by August 31, 2014.
3. Provide maps of oak wilt pockets selected for treatment with estimates of feet of root-graft barriers and acres for each oak wilt pocket by August 31, 2014.
4. Survey for State Historic Preservation Office concerns and provide report by August 31, 2014.
5. Survey for rare and endangered plants and plants of special concern and provide report by August 31, 2014.
6. Yearly at the completion of the work: Project Report summarizing the information in 1-5 above and giving a narrative of the progression of the project from beginning to end

All narrative reports will be in MS Word 2010 or a compatible format and may be e-mailed to the DNR Project Manager. Maps will be in Michigan Geo-ref format.

I-G PRICE PROPOSAL

This is a fixed price contract for work to be completed each year. Contractor may invoice upon completion of work. Contractor's fiscal contribution to this study (26%) is the waiver of normal overhead charges.

I-H MODIFICATIONS OF CONTRACT

This contract may be modified if 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 contract administrator. This request is not valid until it is signed by all parties, a Contract Change Notice is issued by the Issuing Office, and a Purchase Order is issued by the DNR.

I-I NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of this contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of this contract.

I-J SEVERABILITY

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

I-K 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.

I-L 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 shall be or shall be deemed an employee, agent, or servant of the State for any reason.

I-M COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing this contract. Total liability of the State is limited to the terms and conditions of this contract.

I-N CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for the performance of all of its obligations under this contract, whether the obligations are performed by the Contractor or a subcontractor. The State reserves the right to approve any subcontractor hired to perform the Contractor's obligations under this contract, and the right to require the Contractor to replace any subcontractor deemed unacceptable by the State. The Contractor is exclusively responsible for adherence by subcontractors to all provisions of this contract. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the contract.

I-O INFORMATION RELEASE / OWNERSHIP

News Releases

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, which will not be unduly withheld. MSU may publish information concerning the award of this in the MSU Board of Trustees report only, without prior written consent.

Publication

The Contractor will not use, release, publish or present any analyses, findings, results, or techniques developed under this agreement, or any information derived therefrom until such analyses, findings, or techniques have been reported to the State in the manner prescribed by this agreement. No material may be published that is exempt from disclosure under Public Act No. 442 of 1976, known as the "Freedom of Information Act," without express permission from the State. The Contractor will provide the State, for its review, copies of all presentations or articles being submitted for publication at least forty-five (45) days in advance. The State will review the proposed publication and provide comments. A response shall be provided to the Contractor within forty-five (45) days; otherwise, the Contractor may assume that the State has no comments. The Contractor agrees to address any concerns or issues identified by the State with respect to the State-supplied information prior to submission for publication or presentation. Co-

authorship on any presentations at professional meetings and publications resulting from this project will be agreed upon by the Co-PIs.

Acknowledgement of State Participation/Support

All publications or oral presentations concerning the analyses, findings, results, or techniques developed under this contract will contain an acknowledgement, of the State's participation and support unless the State requests in writing that their participation and support not be acknowledged. Furthermore, Contractor may not receive fees for any article in excess of the cost of preparation of published article and excluding the cost of the research and compilation that was compensated under the contract.

Ownership of Samples/Equipment

Any samples provided by the DNR for use under this contract will remain the sole property of the DNR and must be returned upon the request of the DNR Project Manager

At the end of the project period, the DNR will retain ownership of any supplies/equipment purchased with funding under this contract and for the purposes of the project which are not consumed while completing the project. The supplies/equipment must be returned to the State upon the request of the DNR Project Manager.

I-P DISCLOSURE

All information in this contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq.

I-Q ACCOUNTING RECORDS

The Contractor will be required to maintain project records pertaining to Attachment A 'Work Statement' for three (3) years from the expiration date of this contract, which access shall be made available to the State upon reasonable notice to Contractor.

I-R AUDIT OF CONTRACT COMPLIANCE

The Contractor agrees that the State may, upon 24-hour notice, perform an audit at 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 requirements of this contract.

I-S 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.

I-T TAXES

Employment Taxes

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

Sales and Use Taxes Contractors are required to be registered to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State.

I-U GENERAL INDEMNIFICATION

Each party to this contract must seek its own legal representative and bear its own costs; including judgments, in any litigation that may arise from performance specific to each party's responsibilities. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

I-V INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below which may arise out of, or result from, the Contractor's operations under the Contract (Purchase Order), whether such operations be by themselves or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

NOTE: CONTRACTOR MAY SUBMIT EVIDENCE OF SELF-INSURANCE AND/OR AMENDMENT OF EXISTING LIABILITY COVERAGE IN FULFILLMENT OF ABOVE PROVISIONS, IF THE STATE ACCEPTS THE EVIDENCE OR AMENDED LIABILITY COVERAGE AS PROVIDING COMPARABLE PROTECTION OF THE STATE'S INTEREST.

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, unless such damages are the result of the negligence or omission of the State of Michigan.

The insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DNR, FS, CERTIFICATE(S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM. THE CONTRACT OR PURCHASE ORDER NUMBER MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) shall contain a provision indicating that coverage afforded under the policies WILL NOT BE CANCELLED OR MATERIALLY CHANGED without prior written notice having been given to the DNR, FS. Such NOTICE must include the CONTRACT NUMBER affected.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

- ☑ 1. Commercial General Liability with the following minimum coverage:
 - \$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
\$500,000 Fire Damage Limit (any one fire)

- 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.
- 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. 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

I-W NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature 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.

I-X CANCELLATION

The State may cancel 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:

1. **Material Breach by the Contractor.** 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 cancellation to the Contractor, cancel this contract in whole or in part, for cause, as of the date specified in the notice of cancellation.

In the event the State chooses to partially cancel this contract for cause charges payable under this contract will be equitably adjusted to reflect those services that are cancelled. In the event this contract is cancelled 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 cancellation for cause shall be deemed to have been a cancellation 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 cancellation for convenience.

2. **Cancellation for Convenience by the State.** The State may cancel this contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation 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 cancel this contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this contract in part, the charges payable under this contract shall be equitably adjusted to reflect those services that are cancelled.
3. **Non-Appropriation.** The State may cancel 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 cancel this contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation 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.
4. **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 cancel this contract.
5. **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 cancel 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 this contract violate Article 11, Section 5 of the Michigan Constitution or violate applicable Civil Service rules or regulations. Cancellation 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.

I-Y ASSIGNMENT

The Contractor shall not have the right to assign this contract or to assign or delegate any of its duties or obligations under this contract to any other party (whether by operation of law or otherwise), without the prior written consent of the 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 Financial Services.

I-Z DELEGATION

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

I-AA 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 will 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.

I-BB UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to Section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the contract, shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to Section 4 of 1980 Public Act 278, MCL 423.324, the State may void any contract if, subsequent to award of the contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-CC SURVIVOR

Any provisions of this contract that impose continuing obligations on the parties shall survive the expiration or cancellation of this contract for any reason.

I-DD PERFORMANCE REVIEWS

DNR may review with the contractor their performance under the contract. Performance reviews shall be conducted quarterly, semi-annually or annually depending on contractor's past performance with the State. Performance reviews shall include, but are not limited to, quality of service being delivered and provided, timeliness, percentage of completion, accuracy of billings, customer service, completion, and submission of required paperwork, and other requirements of the contract.

Upon a finding of poor performance, which has been documented by DNR Financial 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 Financial Services, the contract may be canceled for default.

I-EE ELECTRONIC PAYMENT AVAILABILITY

Electronic transfer of funds is available to State contractors. Contractor is required to register with the State electronically at <http://www.cpeexpress.state.mi.us>. Public Act 533 of 2004 requires all payments made by the State of Michigan be transitioned to Electronic Funds Transfers (EFT).

I-FF RENEWALS

This contract may be renewed by a written and mutually executed agreement of the parties, in accordance with Section I-I above, not less than 30 days before its expiration. The contract may be renewed for up to two (2) one (1) year period.

I-GG COMPLIANCE WITH LAWS

The Contractor represents to the best of its knowledge and belief that, in performing the services called for by this Contract, it will not violate any applicable law, rule, or regulation, or any intellectual rights of any third party; including but not limited to, any United States patent, trademark, copyright, or trade secret.

I-HH Legal Effect

Contractor must show acceptance of the Contract by signing the Contract and returning it to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

STATE OF MICHIGAN

Attachment A STATEMENT OF WORK CONTRACT ACTIVITIES

1.0 Project Identification

1.01 Background/Project Description

Oak wilt is an aggressive disease that affects many species of oak (*Quercus* spp.). It is one of the most serious tree diseases in the eastern United States, killing thousands of oaks each year in forests, woodlots, and home landscapes. Oak wilt occurs in Michigan and the surrounding seven states.

The oak-hickory forest type occupies about 2 million acres of Michigan's forestland. These woodlands yield important benefits, including water and watershed protection, grazing, wildlife food and habitat, recreation, and wood products.

High value ornamental oaks in urban landscapes are also heavily impacted and at risk. The expanding urban-wildland interface has increased both the distribution and intensity of oak wilt disease. Rural and urban forests are increasingly at risk of losing their oak resources.

Untreated infection centers spread slowly eventually killing all contiguous, root-grafted oaks. This fungus is established in many areas of the southern Lower Peninsula with spotty distribution in the northern Lower and Upper Peninsulas. Epicenters are primarily on private land. As the public moves northward into forested areas, the risk of spreading this disease grows. Many trees are lost, and the threat of overland spread is increased with each new infection center.

People often harvest dead oaks for firewood. This wood is often taken to camps or on camping trips where it serves as a source of inoculum used by beetles to spread oak wilt to oaks wounded from April 15 to July 15 the following year.

The awarded USDA Forest Service Suppression Grant offers a welcome opportunity to manage and hopefully remove oak wilt from the targeted oak resources on state forestlands.

Four thousand acres of red oak forest will be surveyed for the presence of oak wilt in the Shakey Lakes Area of Menominee County and a small area in East Iron County in the first year, future years may include additional work in Iron and Dickinson Counties. Only state lands will be surveyed. Confirmed oak wilt pockets will be isolated by breaking root-grafts to adjacent uninfected oaks and removing all red oaks within pockets via timber sales. All sites will undergo reviews by the USDA Fish and Wildlife Service (FWS), the State Historic Preservation Office (SHPO); and affected Native American Tribes.

This is a contract for field work needed to detect, confirm and remove oak wilt from approximately 4,000 acres of state forestlands each year in Michigan's Upper Peninsula. Field work includes identifying pockets of oak mortality on aerial imagery; diagnosing oak wilt; marking root-graft barriers; painting timber sale boundaries; identifying potential spore producing trees; surveys for 1) the State Historic Preservation Office, 2) Tribes, and 3) Plants of special concern and rare and endangered plants; providing spatially reference maps of all activities; contacting Miss Digg and guiding a vibratory plow to break root-grafts in October.

1.02 Contract Activities

1. Contractor must meet with DNR Forest Health Specialist for review of technique before work begins. Once the meeting is complete Contractor will be required to detect and confirm oak wilt epicenters on approximately 4,000 acres of state owned oak forestland per year in Menominee, Iron or Dickinson County as directed by the DNR Project Manager. It is anticipated that the Contractor will do the initial review via maps and aerial imagery of which the DNR will provide some of, and then confirm the suspect areas on the ground.
2. Contractor will provide the DNR Project Manager the confirmed areas of oak wilt for review. The DNR Project Manager will review the sites and will chose and provide work sites selected for treatment to the Contractor.
3. Contractor must meet with DNR Forest Health Specialist for review of technique before work begins. Once the meeting is complete the Contractor will flag root-graft barriers using Bruhn's published guidelines to place 3-foot wire flags such that the vibratory plow operator can easily see and understand where to plow. Contractor must contact Miss Dig to ensure that there are no issues of underground lines for all proposed root-graft barriers.

4. Contractor will mark timber sale boundaries along root-graft barriers.
5. Contractor must meet with DNR Forest Health Specialist for review of technique before work begins. Once the meeting is complete the Contractor will identify and mark potential spore producing trees (PSPT) within each selected oak wilt pocket (paint provided by DNR)
6. Contractor will provide geo-referenced maps of all oak wilt pockets to be treated showing timber sale boundaries, root-graft barriers, acres in each oak wilt pocket and the location of the PSPT within each
7. Contractor will do a visual survey on each site for signs of old foundations or buildings older than 50 years, Indian Mounds, homestead vegetation... e.g. unusual plants like lilacs, apple trees, etc.. and provide findings to the DNR Project Manager who will apply for State Historic Preservation Office (SHPO) clearance and follow up with any Tribal Concerns. Results will be geo-referenced maps and shapefiles compatible with ArcGIS 10.
8. Contractor will do a visual survey for rare and endangered plant species and plants of special concern on each site, paying particular attention to the plow line and five feet either side. The DNR Project Manager will provide lists and descriptions the plants. Results will be geo-referenced maps and shapefiles compatible with ArcGIS 10.
9. Contractor must be available with 24-48 hours' notice for up to two weeks in October to lead the vibratory plow during operations. This work is dependent upon plow and operator availability, weather conditions and other factors.

1.03 Out of Scope Activities

Private lands will not be surveyed.

1.04 State Review, Acceptance and Testing Process and Criteria

The DNR Project Manager will review deliverables according to Phases 1-2 in section 4.01 (Project Plan).

1.05 Final Acceptance

Upon successful acceptable completion of Phase 3 in Section 4.01 (Project Plain) the Contractor may bill accordingly.

2.0 Contractor Responsibilities

2.01 Reserved

2.02 Reserved

2.03 Reserved

3.0 Staffing

3.01 Reserved

3.02 Reserved

3.03 Reserved

3.04 Project Manager and Key Personnel

Bill Cook will be the Project Manager who will be directly responsible for the day-to-day operations of the Contract. The Project Manager is specifically assigned to the State account, is knowledgeable on the contractual requirements, and must respond to State inquires within 24-48 hours.

Bill Cook will be the only MSU staff member assigned to this project and will be on site at all times.

MSU may not remove or assign the Project Manager without the prior consent of the State. Prior consent is not required for reassignment for reasons beyond the Contractor's control, including illness, disability, death, leave of absence, personal emergency circumstances, resignation, or termination for cause. The State may request a résumé and conduct an interview before approving a change. The State may require a 30-calendar day training period for replacement personnel.

3.05 Organizational Chart

http://od.msue.msu.edu/business_office

3.06 Disclosure of Subcontractors

MSU does not intend to use any subcontractors for this project.

3.07 Reserved

4.0 Project Management

4.01 Project Plan

DNR Project Plan:

1. Phase 1: The Contractor will begin identification of oak wilt epicenters no sooner than July 14th of each year. By August 31st of each year the contractor will have completed the following:
 - a. Map and description of project areas.
 - b. Provide geo referenced maps showing perimeters of all confirmed oak wilt pockets.
 - c. Provide maps of oak wilt pockets selected for treatment with estimates of feet of root-graft barriers and acres for each oak wilt pocket.
 - d. Survey for State Historic Preservation Office concerns.
 - e. Survey for rare and endangered plants and plants of special concern.
 - f. Provide SHPO and Plant survey results.
2. Phase 2: The Contractor will provide the following work between August 25th and October 1st each year.
 - a. Demark root-graft barriers for confirmed oak wilt pockets selected by FRD for treatment using 3 foot orange wire flags beginning no sooner than August 25, 2014 and completed by Oct. 1, 2014.
 - b. Mark timber sale boundaries on pockets selected for treatment by Oct. 1, 2014. Boundaries coincide with root-graft barriers.
 - c. Identify and mark potential spore producing trees (PSPT) within oak wilt pockets to be treated by September 10, 2014 or prior to fall color.
 - d. Contact and work with Miss Dig to ensure no underground utility issues for all proposed root-graft barriers by September 22, 2014.
3. Phase 3: The Contractor will be available for approximately two weeks to lead vibratory plow during operations to break root-graft barriers.

4.02 Meetings

Bill Cook must attend the following meetings either in person or via conference call.

The State will have a kick-off meeting at the beginning of the contract period. This will be scheduled within 2 weeks of the contract execution.

Twice yearly the Contractor must meet with the DNR Project Manager to discuss project kick off at the beginning of the project and then a summary meeting upon completion of the project each year.

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

4.03 Reporting

The following reports will be required:

1. Map and description of project areas
2. Michigan Geo referenced maps showing perimeters of all confirmed oak wilt pockets by August 31, 2014.
3. Provide maps of oak wilt pockets selected for treatment with estimates of feet of root-graft barriers and acres for each oak wilt pocket by August 31, 2014.
4. Survey for State Historic Preservation Office concerns and provide report by August 31, 2014.
5. Survey for rare and endangered plants and plants of special concern and provide report by August 31, 2014.
6. Yearly at the completion of the work: Project Report summarizing the information in 1-5 above and giving a narrative of the progression of the project from beginning to end (related only to the work in scope for this RFP).

All narrative reports will be in MS Word 2010 or a compatible format and may be e-mailed to the DNR Project Manager. Maps will be in Michigan Geo-ref format.

5.0 Pricing

5.01 Price Term

Pricing is firm for a 365 day period ("Pricing Period"). The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period.

5.02 Price Changes

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

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

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

6.0 Ordering

6.01 Authorizing Document

The state shall authorize and commit to the contractor by issuance of the following:

- Purchase Order

7.0 Invoice and Payment

7.01 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) description of the Contract Activities; and (d) total price.

7.02 Payment Methods

The State will process payment for services completed in the following manner:

- Payment will be made upon the completion of each year's work.

7.03 Reserved

8.0 Reserved

9.0 Reserved

STATE OF MICHIGAN

Detect, confirm and assist in removal Oak Wilt in the Upper Peninsula

Attachment B PRICING

- Price proposals are for a lump sum for all phases of the project for work to be performed per specification in attachment A. The lump sum must include all costs and be broken out into expenses which support the lump sum amount. A table is provided below; Contractors should add categories of expenses as needed.

Pricing Proposal for work each year of work

Staffing			
Name:	Hourly Rate	Number of Hours	Total
Bill Cook	\$55.00	400 hrs	\$22,000.00
Total Staffing			\$22,000.00
Travel			
Meals			
Lodging			
Mileage			\$2,688.00
Total Travel			\$2,688.00
Equipment (provide a list)			
Supplies (provide a list) Case Aerosol paint			\$80.00
Other Case Gun paint			\$142.00
Other Case Flagging (2) 24 rolls plus shipping			\$50.00
Other Wire flags 500 stakes plus shipping			\$40.00
MSU Indirect Costs (26% of Direct Costs)			\$6,500.00
Waiver of Indirect Costs			-\$6,500.00
Yearly Cost			\$25,000.00

Cost Per Year	\$25,000.00
Contract Cost (Cost per year X 3 years)	\$75,000.00